

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2016-32

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE STAGE II OF THE TWO-STAGE REQUEST FOR PROPOSALS (RFP) FOR CITY OWNED GARAGES 1 AND 4 ON ANDALUSIA AVENUE (RFP NO. 2014.10.23), IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A."

WHEREAS, on May 28, 2013, through Resolution No. 2013-91, the City Commission authorized staff to enter into an agreement with Abramson & Associates (the "Consultant") to develop a two-stage Request for Proposals (RFP) for the redevelopment of the City's two garage properties on Andalusia Avenue known as Garages 1 and 4, which are aging structures in need of replacement; and

WHEREAS, on May 27, 2014, the City Commission adopted Resolution No. 2014-102, authorizing the issuance of Stage I of the RFP; and

WHEREAS, Stage I of the RFP has been completed, as described in the Memorandum to City Commission dated 01-26-16, attached hereto as Exhibit "B"; and

WHEREAS, the City Commission will consider and approve selected proposers to advance to Stage II of the RFP by separate action; and

WHEREAS, the City Commission is satisfied with the draft Stage II RFP, provided herein as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

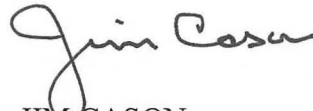
SECTION 2. That the City Commission does hereby authorize the City Manager to issue Stage II of the two-stage Request for Proposals (RFP) for city owned Garages 1 and 4 on Andalusia Avenue (RFP No. 2014.10.23), in substantially the form attached hereto as Exhibit "A."

SECTION 3. That this resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-SIXTH DAY OF JANUARY A.D.,
2016.

(Moved: Lago / Seconded: Keon)
(Yeas: Quesada, Slesnick, Keon, Lago, Cason)
(Unanimous: 5-0 Vote)
(Agenda Item: H-3)

APPROVED:



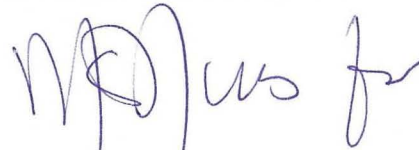
JIM CASON
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



CRAIG E. LEEN
CITY ATTORNEY

EXHIBIT A

**CORAL
GABLES**
THE CITY BEAUTIFUL

RFP No. 2014.10.23

**REQUEST FOR PROPOSALS
STAGE II – DETAILED DEVELOPMENT PLANS
AND FINANCIAL PROPOSALS**

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



**Date Issued: January __, 2016
Proposals Due: 2:00 PM, _____, _____, 2016**

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5115 / Fax: 305-261-1601

PROPOSER ACKNOWLEDGEMENT

<p>RFP Title: Redevelopment of Garages 1 and 4 - Restated</p> <hr/> <p>RFP No. 2014.10.23</p> <p>A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.</p>	<p>Proposals must be received prior to 2:00 p.m., _____, 2016. Proposals received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72nd Avenue, Miami, FL 33155.</p> <p>Contact: Michael P. Pounds Title: Chief Procurement Officer Telephone: 305-460-5103 Facsimile: 305-261-1601 Email: contracts@coralgables.com</p>
---	--

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PROPOSAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING.

Proposer Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Fax No.:
Bid Bond / Security Bond (if applicable) _____%	Email:

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS, INSURANCE, ADDENDUM(S) ACKNOWLEDGEMENT AND ALL PAGES OF THE RFP DOCUMENT MAY RENDER YOUR RFP NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY CHECKING THE AGREE BOX LISTED BELOW AND BY SIGNING BELOW IN BLUE INK ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

Agree (Please check box to acknowledge this solicitation)

Authorized Name and Signature *Title* *Date*

CONE OF SILENCE

Request for Proposal (RFP) No. 2014.10.23

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), Invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), Request for Proposals (RFP) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) The time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) the time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

TABLE OF CONTENTS

Page

I. KEY REQUIREMENTS, INSTRUCTIONS, AND PROVISIONS 1

II. PROPOSAL SUBMISSION REQUIREMENTS..... 4

ATTACHMENTS 11

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. HISTORIC GARAGES 1 & 4 PUBLIC PARKING CASH FLOW – UPDATED THROUGH
DECEMBER, 2015

I. KEY REQUIREMENTS, INSTRUCTIONS, AND PROVISIONS

The City of Coral Gables is extending invitations to developers who previously submitted Stage I proposals outlining qualifications and preliminary development concept and who were selected by the City Commission to submit Stage II proposals with detailed development plans and financial proposals for the redevelopment of Municipal Garages 1 and 4 in downtown Coral Gables, Florida.

This Stage II RFP provides supplemental requirements, instructions, and provisions for the Stage II RFP proposals. Proposers should adhere to all provisions, instructions, and requirements in the Restated RFP, dated May 15, 2015 and its addenda, as well as those supplementing them herein. Where these conflict, the present Stage II RFP shall prevail.

Key requirements, instructions, and provisions of this Stage II RFP are as follows:

1. **Changes to Development Team.** Changes may be made to the development team with the caveat that the proposer (the entity that would serve as the Developer) who has been selected to proceed to the second stage of the RFP process must continue as the proposer (the primary developer) for the Stage II proposal. Additional developers may be brought in to the proposal. Other members of the development team may be changed as well as supplemented. Subject to approval of the city manager or the city manager's designee (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).
2. **Public Parking Requirements.** The required allocation of the 1,000 public parking spaces is adjusted as follows. In Alternative 1, the number of public parking spaces to be provided in Garage 1 shall be no less than 700 and no more than 800. In Alternatives 2 and 3, the number of public parking spaces to be provided in Garage 1 shall be no less than 500 and no more than 800 and the number of public parking spaces to be provided in Garage 4 shall be no less than 200 and no more than 500. The developer must provide a minimum of 1,000 public parking spaces above and beyond any parking required for all other uses developed within the facilities included in each proposal. The public parking will be owned by the City and must comply with the guidelines below:
 - A. The City of Coral Gables (City) will only consider proposals that provide for a minimum of 200 public parking spaces on the Garage 4 site and a minimum of 500 public parking spaces on the Garage 1 site.
 - B. Redevelopment of Garages 1 and 4 must occur in phases, so as to not take all public parking off-line at once.
 - C. Public Parking includes spaces that are in excess of any zoning code requirements and are available to the general public on a time-rate or permit basis. Funds generated by the Public Parking spaces are presumed to be public funds and may only be used for debt service or operations to the extent agreed to in the final development agreement.
 - D. The City is available to provide day to day management of the public parking facilities unless otherwise specifically agreed to in the final development agreement.

E. If a proposal includes developer operations of the public parking facility in whole or in part, the following are required conditions for the parking operations plan to be included with the proposal:

- Parking rates for short-term parking, permits, or vehicle storage may not exceed the maximum rate charged by the City in other parking garages.
- Real time occupancy and utilization data must be available from the Parking and Revenue Control System (PARCS) for the purposes of providing customer information/direction to available parking within downtown Coral Gables.
- Signage for the parking facilities must be consistent with signs in use by the City to identify public parking facilities. Signs at the entrance must show the facilities operate 24 hours a day, 7 days a week and identify the parking rate.
- Live on-going security patrols dedicated to the parking facilities are required. This may be supplemented by closed circuit TV as part of an overall security plan. Proposals that include day to day operations of the parking facility by the developer must include a detailed security plan.
- The facilities must participate in any validation program provided by the City to downtown merchants or patrons.
- An automated PARCS system may be used to manage the garage. However, customer service personnel must be available in the parking facilities during normal operating hours (8 a.m. to 12 a.m. daily). Proposals that include day to day operations of the parking facility by the developer must include a detailed customer service plan.
- Public parking spaces are to be managed in a commercially reasonable and responsible manner for the benefit of customers. Patron comfort is greatly improved when a parking facility is clean, well lit and in good repair. Proposals that include day to day operations of the parking facility by the developer must include a detailed facility maintenance plan.

F. The City reserves the right to allocate the 1,000 public parking spaces between short-term parking, permit parking and vehicle storage at its sole discretion as needed for the overall public parking system, to serve the general public and to support downtown businesses.

G. All design and operational issues related to the parking structures (parking layout, ramping, traffic guidance, lighting, garage access, revenue control systems and any other operational issues related to the parking garage) must be reviewed and approved by the City and its parking consultant during the design and permitting process.

3. **Private Use Parking Requirements.** Updated parking requirements are being considered by the City Commission. These include: one space per unit for

studios and one-bedroom units; a standard parking ratio of one space per 300 square feet for any ground floor use; and shared parking reductions. In addition, district-wide strategies for shared parking, valet parking, and transit should be considered. The timing of Commission action on revised parking requirements is uncertain. Proposers should continue to base their proposals on the current requirements and are encouraged to present alternative proposals which incorporate all or some elements of the updated requirements under consideration.

4. **Phasing.** The City reiterates and emphasizes the Stage I RFP requirement for phasing of construction on the two sites so that a public parking facility remain in continuous operation on one or the other site without interruption.
5. **Zoning, Urban Design Guidelines.** The City reiterates and emphasizes the Stage I RFP requirement that 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 reasonable changes to the requirements of the existing Zoning Code or the Comprehensive Plan, they should also propose an alternative without the proposed changes. Proposals for encroachment over the rear alley of more than 10 feet will not be considered. Proposals for encroachment over Salzedo Street will not be considered. Proposals for height exceeding that allowed under the City's Comprehensive Plan and Zoning Code will not be considered. Proposers are strongly encouraged to limit FAR to no more than that allowed under the City's Comprehensive Plan and Zoning Code, including increases allowed with transfer of development rights. If FAR in excess of that is proposed, proposals would be expected to provide significant public benefits, and an alternative proposal consistent with the maximum allowed FAR would be required.
6. **Deposit.** Proposers are reminded that, as per Addendum 12 to the Restated Stage I RFP, Stage II proposals must be accompanied by a cashier's check for \$25,000.
7. **Reimbursement of City Costs.** The maximum amount of documented fees of the City's third party attorneys and advisors for the project (other than relating to litigation) which the proposer who ultimately is successful in reaching agreement with the City (the "Developer") will be responsible for compensating is \$500,000. Reimbursement of any such costs incurred by the City related to litigation that may ensue from the project would also be the responsibility of the Developer.
8. **Reimbursement of Other Project Costs.** In the event the City incurs other project costs, it may notify proposers and require the Developer to reimburse the cost. Information relating to status and amount of such costs would be made available to proposers as events unfold.
9. **RFP Schedule:**
 Proposers invited to submit Stage II proposals....._____,
 2016
 Stage II RFP available for distribution....._____,
 2016
 Pre-Proposal Briefing....._____, 2016

Deadline for receipt of questions.....5:00 PM, _____, 2016
Addendum with City responses to questions.....by _____, 2016
Stage II proposals due.....2:00 PM, _____, 2016
Notification and scheduling of Stage II interviews.....To be determined
Developer InterviewsTo be determined

10. 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 (with graphics as large as 11" x 14" fold-outs) 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 # 2014.10.23) 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 Stage II 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 and the proposer must affix its company's corporate seal to the proposal or, in the absence of a corporate seal, the proposal 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.

II. PROPOSAL SUBMISSION REQUIREMENTS

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 clearly specifying the proposer (the entity that would serve as the Developer), financial partner (if any), and other members of the team and noting any changes from the Stage I proposal.

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.

Letters of interest from financial institutions are required for the Stage II proposal.

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 are required for the Stage II proposal.

State whether the information provided in the procurement forms submitted as part of the Stage I proposal remains accurate and complete. To the extent any information needs to be revised, state that in proposal and resubmit the relevant procurement form(s).

For any new development partners added to the proposal since the Stage I proposal (or to the extent information for developer(s) in the original proposal has changed), 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 for any new development partners added to the proposal since the Stage I proposal (or to the extent information for developer(s) in the original proposal has changed) 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.

This would include, 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.
- 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

Identify all team members, key personnel, their role, and contact information. The proposer should also identify any proposed lending institutions that may participate in the proposed development.

For any new team members added to the proposal since the Stage I proposal (or to the extent information for original team members has changed), 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 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).

For any member of team who is engaged in lobbying or whose actions might reasonably be considered to constitute collusion, submit the relevant forms in attachment.

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

6. Development Concept and Design

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

- a. State whether the 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. Mix of uses and the gross and net square feet in total and for each use, and details on other relevant program characteristics, e.g. the number of units, rooms, seats, etc., as appropriate to describe the specific uses. Specify the above by floor, and, if the project is to be developed in more than one structure and/or in more than one phase, specify the above information for each structure and/or phase.

Nature of public facilities and amenities and their operational programming, management, availability to public, and pricing.

If any uses are contemplated as possible variations or alternates to those proposed above, they should be identified in the proposal.

- c. Parking proposal in terms of physical design approach, number of public spaces in each property, number of other spaces, relating to estimate of demand for each use (and shared use, if proposed, and bases for these estimates), and whether parking is to be publicly or privately managed and proposed allocation of revenues and expenses.
- d. Conceptual design including: site plan, illustrative floor plans, massing, elevations, building height in feet and number of floors and gross square feet per floor, description of architectural style and prominent features, construction type, and materials and renderings or other graphics to communicate physical form and feel of project. Graphics in the proposal submittal should not exceed 11" x 14" (fold-outs to fit within 8^{1/2}" x 11" format package). Larger graphics are encouraged for in-person presentation, though three dimensional models are not to be presented. The submittal should also include building height in feet and number of floors, and gross square feet and/or parking spaces per floor and significant proposed on-site and off-site improvements and a zoning analysis establishing the proposal's conformance with zoning and a discussion of regarding Green construction practices to be utilized.

- e. Characterization of development and use concepts in terms of target markets, price points, potential or committed tenants/users/brands (provide letters of interest or commitment), quality level, or other that would give the City a better understanding of the character of the project.
- f. 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 phased development of the Public Parking Projects.
- g. A description of the proposing organization's approach to developing the proposed project and maintaining and managing the proposed private project.
- h. Market and financial analysis and financing plan, for each building and phase, including:
 - o Market and operating analyses including rents, sale prices, other revenues, lease or sale terms, absorption, occupancy rates, operating expenses, and bases for these estimates and market performance in terms of target markets, market segmentation, comparable market performance, existing and potential proposed competitive supply, bases for competitive performance, and such other factors as may indicate and explain estimated market performance, as well as other revenues and expenses;
 - o Development cost budget, detailing all major categories of hard and soft costs;
 - o Financing assumptions for construction and operating periods;
 - o Sources and uses of funds;
 - o Financial pro forma and cash flow analysis detailing projected gross income, expenses and net cash flow for development period and at least ten years of operation beginning upon project completion;
 - o Financing commitments
 - o If project is to be developed in more than one phase, clearly present above information for each independent phase and aggregate for total project.
- i. Vehicular and Pedestrian Traffic Analysis and Plan for the proposed development demonstrating the proposed project would not cause unreasonably negative traffic impacts in the context of the CBD environment, and any modifications or improvements required to mitigate such impacts 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.

- j. Construction Staging Plan including nature and timing of on- and off-site impacts.

7. Management Plan

Management plan detailing proposed plan of operating the project - both the private and public uses. Proposed management responsibilities of the City relating to the project, if any.

8. Financial Proposal

Proposals must contain an offer to lease the property. The Proposer's offer shall be submitted on the "Financial Proposal" form provided later in this RFP, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. If the Proposer wishes to submit an alternate financial proposal, the Proposer must first submit the financial proposal in accordance with the required form, and then include a separate alternate financial proposal. Proposers who do not submit the financial proposal in accordance with said form will not be considered to have responded to this element.

Financial Proposals must include an offer of Minimum Guaranteed Rent and are encouraged to include an offer of Participation Rent. These are defined as follows:

- Minimum Guaranteed Rent:
 - Pre-Possession Rent - to be paid on a monthly basis commencing upon execution of the lease but prior to possession (during which period lease shall be a development agreement or agreement to lease).
 - Construction Period Rent - to be paid on a monthly basis commencing upon possession until completion of construction (or other date to be proposed and negotiated when such completion is estimated to be achieved).
 - Post-Completion Minimum Rent - The annual rent (to be paid on a monthly basis) that the Proposer offers to pay to the City for the first year commencing upon completion (or other date to be proposed and negotiated when such completion is estimated to be achieved) and each subsequent year of the lease term. Post-Completion Minimum rent should escalate over time based upon the Consumer Price Index and/or step-ups or other mutually agreed-upon method of adjustment. Payment of Minimum Rent shall be unsubordinated to any project financing. For the purposes of the evaluation, Minimum Guaranteed Rent will be given higher weight than Participation Rent.
- Participation Rent - The Proposer is encouraged to offer Participation Rent. Participation Rent is rent to be paid in addition to Minimum Rent and is based on a percentage of the project's annual gross, rental, service or net income and from refinancings or sales. Specify nature of any subordination of Participation Rent to debt or equity financing.
- Other Financial Benefits - Proposals shall also include a description and estimation (with explanation of bases for such estimation) of all other

significant financial benefits to be derived by the City from the proposed project. This includes financial benefits to the City other than direct payments such as Developer-funded off-site improvements (including estimated cost), increase in tax base, privatization of public parking services, and in-kind services such as provision of programming, management, operation, maintenance and security services.

Lease payments shall be due and payable starting upon execution of the lease agreement. Proposals must include an explanation of the rationale employed in determining the proposed Minimum Rent and Participation Rent. All proposals must be based on providing the City a fair market, arm's length, mutually beneficial economic return for the lease of the City's property. The City reserves the right to reject any proposal which, in the City's sole judgment, does not offer adequate compensation for the property interest being offered in this RFP.

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 not exceed 11" x 14" (fold-outs to fit within 8^{1/2}" x 11" format package).

9. Acknowledgment

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

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. HISTORIC GARAGES 1 & 4 PUBLIC PARKING CASH FLOW – UPDATED THROUGH DECEMBER, 2015
- C. DETAILED STANDARDS AND SPECIFICATIONS FOR THE PUBLIC PARKING PROJECT

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 or 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 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]

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.

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
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) _____



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 _____

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".

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 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
---	-------------

(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.

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.

(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.

ATTACHMENT B
HISTORIC GARAGES 1 & 4 PUBLIC PARKING CASH FLOW
UPDATED THROUGH DECEMBER, 2015
(More recent figures will be provided at Pre-Proposal Briefing)

Garage 1 & 4 Historical Parking Cash Flow

	Garage 1				Garage 4			
	(1) 2011-12	2012-13	2013-14	2014-15B	2011-12	2012-13	2013-14	2014-15B
Revenues (2)								
Daily (3)	319,099	365,528	423,424	380,431	219,671	228,876	239,829	236,343
Permit (4)	255,468	281,862	264,333	275,237	262,702	297,345	236,709	273,553
Total Revenue (5)	574,567	647,390	687,757	655,668	482,373	526,221	476,538	509,895
Expenses								
Salaries & Benefits	16,402	13,822	40,922	38,266	77,817	77,785	115,959	110,288
Other Professional Service	106,415	110,355	127,441	144,172	87,000	81,265	102,391	116,392
Public Facilities Rental	77,669	80,508	81,643	85,309	83,043	86,079	87,292	91,212
Insurance	-	-	-	-	1,585	1,735	1,735	1,157
Repairs & Maintenance	38,346	37,381	44,258	45,522	2,900	2,900	1,977	4,000
Office Supplies	2,521	1,996	2,713	2,750	2,100	1,770	2,812	2,750
Janitorial	694	678	200	800	696	1,019	700	835
Uniform Allowance	36	-	584	-	500	500	500	500
Tools & Minor Equipment	28	100	-	100	-	60	750	60
Operating Expenses	242,111	244,840	297,760	316,919	255,641	253,113	314,117	327,194
Net Cashflow	332,456	402,550	389,997	338,749	226,732	273,108	162,421	182,701
Permit Spaces (5)				210				285
Daily Spaces (5)				72				64
Total Spaces				282				349

Notes


- (1) Based on City fiscal years October 1 thru September 30; 2014-2015 is budget estimate
- (2) Based on Tim Haas study performed on May 23, 2013, Garage 1's average occupancy was between 85%-99% and Garage 4's was 70%-84%
- (3) Daily rates have been \$1.00 per hour since 2005 for both garages. Garage 1's permit rate increased in 2009 from \$85 per month to \$95
- (4) Garage 4's permit rate has been \$85/month as far back as records show - 2005
- (5) 2013-2014 Garage 4 revenues were impacted by the temporary relocation of valet services into that Garage. Because of the size of the Garage, valet traffic had significantly more impact on revenue than would have occurred at a larger facility. Valet storage was recently relocated back to the Museum Garage and Garage 4 revenue is expected to rebound quickly

EXHIBIT B

CITY OF CORAL GABLES - MEMORANDUM -

TO: Honorable Mayor and Members of The City Commission **DATE:** January 26, 2016

VIA: Cathy Swanson-Rivenbark
City Manager

FROM: Javier A. Betancourt  Economic Development Director **SUBJECT:** Parking Garage 1 & 4 RFP

On May 28, 2015, the Procurement Division formally advertised, issued and distributed the Restated Request for Proposals (RFP) for Stage I – Qualifications & Concept for the Private Redevelopment of Parking Garages 1 and 4.

The RFP invited qualified developers to submit qualifications and preliminary conceptual proposals for the redevelopment of two City-owned properties currently occupied by public parking facilities: Municipal Garage 4 located at 2450 Salzedo Street, and Municipal Garage 1 located at 245 Andalusia Avenue. The objectives of the RFP were to (1) maintain and enhance the public parking supply in a cost-effective manner; (2) contribute to the vitality, aesthetic appeal, and economic activity of and in the CBD; and (3) generate revenues for the City.

On July 21, 2015, a Pre-Proposal Conference was held to review the Restated RFP with interested firms. On August 14, 2015 -- the deadline for receipt of proposals in response to the Restated RFP -- the City received 5 responses from the following firms along with their development teams:

FIRM	TEAM
GCP BE, LLC 751 Yampa Street Steamboat Springs, CO 80487	Green Court Partners, LLC Bach Real Estate, LLC Lanier Parking Solutions HOK DESMAN Design Management Tutor Perini Building Corp.
Florida East Coast Realty, LLC 100 S. Biscayne Blvd., Suite 900 Miami, FL 33131	Bellin & Pratt Architects, LLC
TC Gables, LLC, an affiliate of Terranova Corporation 801 West 41 st Street Miami Beach, FL 33140	Gibson Realty Group ZOM LIVING Arquitectonica ArquitectonicaGEO Kimley-Horn
Coral Gables City Center, LLC 121 Alhambra Plana, Suite 1600 Coral Gables, FL 33134	The Allen Morris Company The Related Group Associated Consultants, Inc. (ACi)
American Land Ventures, LLC 800 Brickell Avenue Miami, FL 33131	ADD, Inc. (Stantec Consulting Services) Thomas J. Korge, Korge & Korge, L.L.P. Rhett Roy Landscape Architecture Craven Thompson Associates

The proposals were then reviewed for content by the Economic Development and Parking Departments and the City’s expert consultant, Abramson & Associates, Inc., and the minimum procurement requirements were reviewed and references checked by the Procurement Division of Finance.

Evaluation Committee

On November 13, 2015, an orientation was held for Evaluation Committee Members selected to hear presentations and to conduct interviews of the firms submitting the proposals. The orientation consisted of how the Evaluation Meeting would be conducted, the process of evaluating the firms, and a review of the Cone of Silence. The City Manager requested that various City advisory boards – those that will eventually be asked to review various aspects of the successful proposal -- select members from each of their respective boards to serve on the Evaluation Committee. The Evaluation Committee was thus set as follows:

Garage 1 and 4 RFP Evaluation Committee

Jeffrey M. Flanagan	Planning & Zoning Board
Barbara Hinterkopf	Parking Advisory Board
Erin Knight	Budget & Audit Advisory Board
Valerie Quemada	Property Advisory Board
Scott Sime	Economic Development Board

On November 17, 2015, the Evaluation Committee convened to evaluate the five (5) responsive/responsible proposals submitted. Both Evaluation Committee Meetings were facilitated jointly by the Economic Development Department and Procurement with the assistance of the Parking Department and RFP Consultant Barry Abramson of Abramson & Associates. The Evaluation Committee heard 20 minute Presentations from the development teams and conducted interviews with the firms after each presentation. During the interviews, questions were also asked by staff and the RFP Consultant. In accordance with the Florida Sunshine law, presentations/interviews of the firms were a closed session, while the organization and deliberation parts of the Evaluation Committee Meeting were open to the Public. The Evaluation Committee Meeting was recorded.

At the end of the presentations/interviews, the Evaluation Committee discussed each proposal separately. After the discussion, the Evaluation Committee evaluated the proposals based on the following criteria, consistent with the RFP:

- 50 Points: Capability of the Proposer and Development Team
- 50 Points: Extent to which the Proposed Concept would meet the City’s Goals

The results of the Evaluation Committee scoring based on the above criteria were as follows:

<u>FIRM</u>	<u>AVG. SCORE</u>	<u>RANK</u>
TC Gables, LLC	98.4	1
Coral Gables City Center, LLC	97.6	2
GCP-BE, LLC	96	3
Florida East Coast Realty	95.6	4
American Land Ventures	93.6	5

Based on the scores noted above and the consensus opinion of Committee members that all the firms were well qualified, the Evaluation Committee unanimously voted to recommend all firms to be permitted to enter the Stage II RFP process. Although all the proposers were recommended for Stage II of the RFP process, this recommendation was conditioned on the requirement that Stage II proposals provide for staged development of the two public parking facilities so that adequate public parking would be continuously available on at least one site throughout the development process.

Staff Analysis & Recommendation

Proposals for Stage I of the RFP process were further evaluated by City Staff, including the Procurement Division of the Finance Department, Economic Development Department, Parking Department, and Planning & Zoning Division of the Development Services Department, as well as the City's expert consultant, Abramson and Associates. These analyses are compiled as Attachment 1 to this Memorandum, and include some of the following key findings and considerations:

- All five of the proposers are experienced and meet the basic qualifications required for the project, however, the proposals contain varying degrees of non-conformity with the stated RFP requirements, preferences and objectives.
- Many of the proposals include elements that exceed the Zoning Code, including increased FAR., height and/or setbacks. Proposers are strongly encouraged to limit intensity and height to no more than that allowed under the City's Comprehensive Plan and Zoning Code. If proposed development standards deviate from the City's regulations, proposals would be expected to provide significant public benefits, and an alternative proposal consistent with the City's regulations would be required
- One of the proposed concepts is for a single unified parking garage, connected by a "bridge" spanning over Salzedo Street. Staff finds this proposal extremely problematic and inconsistent with the scale, design, aesthetic and pedestrian character of the City's downtown, and is not supportive of the concept.
- Some of the proposals would redevelop Garages 1 and 4 simultaneously; taking much needed parking off-line at once. Staff strongly supports the original expressed intent of having the garages redeveloped in phases to limit the impact of the loss of public parking on the surrounding community.
- Some of the proposals deviate from the City's preferred parking ratios for the garages, particularly the stated preference for a minimum 250 public parking spaces for Garage 4. Staff continues to support the ratios expressed in the RFP, but will consider *minor* deviations thereof if accompanied by reasonable justification.
- One of the proposals provides for private ownership and operation of the public parking, against the expressed requirements of the RFP. Staff continues to support maintaining public parking under the City's ownership and management.
- The City is working towards shared parking strategies and regulations in the coming months that could affect the proposed redevelopment concepts. Proposers advancing to Stage II need to be aware of, and should incorporate, these changes as they are made.
- The City reemphasizes its strong desire for the proposers to provide enhanced pedestrian connectivity between the project and Miracle Mile, including a new pedestrian paseo along the 300 block, and encourages proposers to explore opportunities with Miracle Mile property owners toward this end.

Having evaluated the various proposers vis-à-vis the RFP's stated requirements, preferences and objectives, including many of the considerations above, and hoping to further streamline the process as it

moves forward, Staff recommends that the City Commission invite the Evaluation Committee's top three ranked proposers to continue to participate in Stage II of the RFP, as follows: TC Gables, LLC (Scheme B); Coral Gables City Center, LLC; and GCP BE, LLC.

Stage II of the RFP

The City Commission is expected to make the final decision as to which proposers will be invited to participate in the Stage II process at its meeting on January 26, 2016, at which time it is also expected to issue Stage II of the RFP as a separate action.

The schedule for Stage II of the RFP process is anticipated as follows, subject to change given the City Commission's schedule and unforeseen factors:

TENTATIVE SCHEDULE FOR STAGE II RFP PROCESS

Stage II Proposers Selected	January 2016
Invitation to Participate in Stage II	January/February 2016
Pre-Proposal Conference + Q&A	February 2016
Deadline for Submittal	March/April 2016
Evaluation of Proposals	April/May 2016
City Commission Award of RFP	May/June 2016
Negotiations w/ Selected Proposal(s)	June/July 2016

If you have any questions regarding this memo, please do not hesitate to contact me.

- Copy: Mike Pounds, Chief Procurement Officer
Kevin Kinney, Parking Director
Diana Gomez, Finance Director
Ramon Trias, Planning & Zoning Director
Barry Abramson, RFP Consultant
Leonard Roberts, Assistant Economic Development Director

MEMORANDUM

TO: Javier Betancourt, AICP
Director, Economic Development Department, City of Coral Gables

FROM: Barry Abramson

SUBJECT: Evaluation of Stage 1 Responses to Garages 1 & 4 RFP

DATE: January 20, 2016

This memorandum summarizes our evaluation of the responses to the City's Stage I RFP for redevelopment of the Garages 1 and 4 properties in the Coral Gables CBD.

BACKGROUND

The Stage I RFP allowed three alternative options for development – each to result in the staged development of the Garage 1 and Garage 4 sites for a total of 1,000 public parking spaces plus private mixed-use development. The three proposal options are:

- **Proposal Option 1** – Develop both sites – the Garage 1 site first with no less than 700 public parking spaces plus private ground floor commercial space, and, possibly, private air-rights development, and, upon completion of Garage 1 public parking, the Garage 4 site, for the remaining public spaces (at least one level and preferably at least 250) plus private development.
- **Proposal Option 2** – Develop both sites with each to contain 500 public parking spaces as well as private development.
- **Proposal Option 3** – Develop only one site for 500 public parking spaces as well as private development.

Some key requirements of the RFP are:

- Staging of the projects so that the new public parking on one site must be completed before possession and construction may commence on the second site.
- Under second or third options, strong preference that Garage 1 be the first site to be developed, given the substandard condition of that garage.
- Conformance to the requirements of the Coral Gables Mediterranean Level 2 Style Design bonus and consistency with the Comprehensive Plan and Zoning Code and, if proposing changes to the requirements of the existing Zoning Code or Comprehensive Plan, proposals should be described both with and without the changes.
- Proposals may be submitted with alternate options for development or transaction elements presented in the RFP as options (as opposed to requirements).

The RFP called for Stage I proposals to be evaluated based on two equally important criteria:

- **Capability of the proposer and development team** with primary focus on the experience, qualifications, and financial capacity of the proposer
- **Extent to which the proposed development concept would meet the City's goals** in terms of prospects for being feasible and developed in a timely manner, generating revenues for the City/enhancing the public parking supply in a cost-effective manner, and contributing to the vitality, amenity, and economic activity of and in the CBD

Stage 1 Proposals were received from five developers:

- **American Land Ventures, LLC** – a special purpose entity comprised of ALV's officers to be formed
- **Coral Gables City Center, LLC** – a special purpose entity 50:50 JV of **Allen Morris Company and Related Group** and their subsidiaries
- **Florida East Coast Realty, LLC**
- **GCP BE, LLC** – a special purpose entity including affiliates of **Green Courte Partners, LLC** (team leader, to coordinate financial resources) and **BACH Real Estate**
- **TC Gables, LLC** – an affiliate of **Terranova Corporation in partnership with ZOM and Gibson Development**

EVALUATION

Summary

The evaluation is based on the proposal submittals and proposers' presentations to the evaluation committee, City staff, and consultant on November 17, 2015.

A case could be made for allowing all of the proposers to advance to the next stage, as was recommended by the evaluation committee. However, there is significant latitude for judgment inherent in the evaluation process which could support a determination to advance fewer than all of the proposers to the next stage. For example, differences in the extent to which preliminary proposed concepts meet city planning goals is a judgment call, as is the importance placed on the relevance of the different developers' project experience, and the leeway to be granted to proposers to modify or supplement their proposals in the second stage of the process to address any shortcomings in their initial proposals.

With regard to developer capability, all of the proposers have track records of having developed and financed projects of comparable scale to that proposed. Generally, this experience includes projects of the same type as that proposed. In the case of the GCP proposal, while the developer has extensive experience in public parking, it has not completed projects corresponding to the major private use components in its proposal.

All of the proposers included well-qualified architects and, in some cases, other professionals. These teams would likely need to be supplemented with additional members to meet all the complex needs of preparing and, if selected, implementing a refined proposal.

The proposal options, program mix, preliminary design concepts, phasing, and other significant issues vary among the proposals. In some cases the concepts deviate from requirements of the RFP or related regulatory restrictions. For example, three proposals and one of two schemes in a fourth have a greater density than that allowed by zoning and two proposals call for the two sites to be developed at the same time.

These and some other deviations may reflect differing orientations on the part of proposers with regard to maximizing financial outcome to the City and, in most cases, may be remedied without rendering the concept non-viable. Those proposers selected to advance to the second stage of the RFP process will be expected to refine their proposals in response to evaluations of the evaluation committee, City staff, consultant, and City Commission, and directions in the Stage II RFP.

In one case, the Florida East Coast Realty proposal, the design concept of a single garage bridging across Salzedo Street, which was presented as inherent to the proposal, represents such a departure from the character of the Coral Gables CBD (as well as likely requiring simultaneous construction on both sites) that, if it is not considered desirable by the City, it could provide a reasonable basis for not advancing the proposal to the next stage of the RFP process.

The proposals and key elements of the evaluation are summarized below and in the exhibit following that.

American Land Ventures, LLC

The proposer has considerable experience developing multi-family residential projects of comparable scale in Florida.

The proposal, generally consistent with Proposal Option 2, calls for the 1,000 public spaces to be allocated 450 to the Garage 1 site and 550 to the Garage 4 site (vs. 500 and 500 called for in the RFP). Development on the Garage 1 site is also proposed to include 15,000 square feet of ground floor commercial space and 150 residential units. Development on the Garage 4 site is to include 25,000 square feet of ground floor commercial space and 240 residential units.

The proposed project totals 430,000 square feet, yielding an FAR of 4.78, which is higher than the maximum 4.375 FAR allowed with Mediterranean bonus and transfer of development rights (TDRs).

The proposal, clearly, was very preliminary in its physical conceptualization. The proposer stated in the interview that it was also thinking it might isolate the public parking on one site and emphasized that it was very flexible and would focus on coming up with a workable plan in its Stage 2 proposal.

The strength of the proposer and its expressed willingness to refine its proposal to fulfill the City's objectives and requirements appear to provide a reasonable basis for inviting the proposer to advance to the next stage.

Coral Gables City Center, LLC (Allen Morris Company / Related Group)

The proposer is a joint venture of a commercial developer with extensive experience in Coral Gables (Allen Morris) and a developer with extensive experience in developing multi-family residential projects in the greater Miami area and elsewhere in Florida (Related).

The proposal, a modified version of Proposal Option 1, calls for 900 public spaces on the Garage 1 site and 100 on the Garage 4 site (less than the preferred 250). The Garage 1 program is proposed to include 14,000 square feet of ground floor commercial space and 20,000 square feet of upper level office space for City use. The Garage 4 development is proposed to include 25,000 square feet of ground floor commercial space and 300 residential units, which may be rental or condos.

The proposed project totals 438,000 square feet, yielding an FAR of 4.87, which is higher than the maximum 4.375 FAR allowed with Mediterranean bonus and TDRs.

The proposed concept includes two additional significant deviations from the RFP requirements. The proposer stated at the interview that its proposal is to commence construction on both sites at the same time, taking public parking at the two sites out of service for an estimated 12 months, and stated that if the City is not willing to do that, "it would be a serious problem".

The proposal concept assumes the ability to cantilever 17 feet to the north over the alley (in addition to 5 feet south over the street) to make parking more efficient. The City considers cantilevering beyond 10 feet north over the alley to be impractical and set that as a maximum in the RFP. The proposer stated at the interview that limiting the depth of the rear cantilever to 10 feet would significantly impact the utility and cost of the parking component.

The proposal also includes two elements which do not align with City preferences stated in the RFP. The proposer stated at the interview that its proposal was for the purchase of a fee simple interest in the Garage 4 site to allow the possibility of developing residential condos if the market indicates that to be the most advantageous use or else it would not consider the project to be viable and, if the City were not willing to sell the site, "it would be a serious problem".

The proposed allocation of only 100 of the 1,000 public spaces to the Garage 4 site is significantly less than the City's preference of at least 250. The proposer stated that it would be able to locate at least 200 spaces on that site.

While the deviations from zoning and RFP requirements and preferences are a concern, we consider they likely could be modified with impact on financial outcome but not on the essential viability of the proposed concept. The strength of the proposer, the quality of its previous work in Coral Gables, and the potential to evolve the proposal toward one that would be in line with the City's requirements and preferences appear to provide a reasonable basis for inviting the proposer to advance to the next stage.

Florida East Coast Realty, LLC

The proposer has extensive experience developing projects in the Miami area, including Coral Gables.

The proposal doesn't clearly conform to any of the RFP's proposal options. It calls for a single garage structure on the third through seventh floors spanning both sites and bridging, at its full depth of 118 feet, over the Miracle Theater and Salzedo Street. Private use space would include a combined 30,000 square feet of ground floor commercial space on the two sites, 180,000 square feet of office space on the Garage 1 Site and 280,500 square feet of residential space on the Garage 4 Site.

The proposed project totals 490,500 square feet, yielding an FAR of 5.45, which greatly exceeds the maximum of 4.375 FAR allowed with Mediterranean bonus and TDRs.

The single parking structure spanning both sites and Salzedo Street is proposed, and likely would require, simultaneous construction on both garage sites, taking public parking at the two sites out of service for at least 12 months. A proposed interim parking site accommodating 200 – 250 spaces, owned by the proposer at 1505 Ponce DeLeon, is 10 blocks away, and would not provide a convenient solution. Bridging over the theater, entailing intrusion of support structure in that building and other work, could also disrupt the theater's operation.

The roof of the parking component was presented as providing a unique amenity in the form of a park-like open space over Salzedo Street and perimeter walkways. The use by the general public of such an amenity eight floors above ground level is highly questionable.

Of greater concern is the impact at street level where a five-story structure of more than 100 foot depth would hover over Salzedo Street and introduce a monolithic, approximately 1,000 foot long building form that would be a departure from the scale, urban design aesthetic, maintenance of view corridors, and pedestrian character of the Coral Gables CBD.

The proposer emphasized in the interview that it was committed to the concept of the single garage spanning over Salzedo Street. This presents a very clear distinction with other proposals. If the City feels this design concept is consistent with its desires, and can accept the temporary public parking shortage, then this would provide a basis for this proposal advancing to the next stage, as the proposer is well-qualified. If, on the other hand, the City does not consider this concept to be one that it wishes to entertain further, this would be a reasonable basis for not inviting the proposer to advance to the second stage of the RFP process.

GCP BE, LLC (Green Courte Partners, LLC / BACH Real Estate)

GCP is a private equity real estate investment firm primarily focused on parking. The firm appears to have significant financial capacity as well as experience in developing and operating parking facilities. Bach is a small, relatively new firm without a track record of completed projects.

The proposal, a modified version of Proposal Option 1, calls for a total of 1,044 public spaces – 901 on the Garage 1 site and 143 on the Garage 4 site (significantly less than the preferred 250). The Garage 1 program includes 17,371 square feet of ground floor commercial space and 5,000 square feet of rooftop function space. Garage 4 development is proposed to include 13,240 square feet of ground floor commercial space, 150 hotel rooms in an “upscale national chain hotel”, and 122,500 square feet of office space. In response to questioning, the proposer expressed flexibility as to exploring other uses, though stated its view that residential might entail more risk and be less profitable to the City than office and hotel.

An element of the design and program concept highlighted by the proposer is orienting a significant portion of the ground floor commercial space to an activated “Miracle Alley”.

The proposal is characterized by its emphasis on the parking component, reflecting GCP’s focus in this sector. The proposer stated in the interview that it wants to own and operate the public parking facility and would be able to enhance financial outcome to the City if allowed to “push rates” above those charged by the City in its parking facilities to make it feasible for the City. This deviates from the requirements of the RFP which specify City ownership of the public parking facilities and operation of the public parking at City rates. The proposer stated that it could adhere to the City rates, but with a less advantageous financial outcome to the City. The proposer’s interest in proceeding without owning the public parking was not clarified.

The proposed 282,000 square feet of development yields an FAR of 3.14 which falls within, and actually undershoots, the maximum allowed FAR with Mediterranean bonus (without TDRs) of 3.5. This may be due, in part, to the parking required to serve the significant office component using much of the allowed building envelope.

The programming of hotel and office as primary uses rather than residential presents a point of differentiation with other proposals and one that may be considered a subjective element in evaluation. At least at present, the market for multi-family residential in an attractive urban location such as the Coral Gables CBD is considered strong and has been generally supporting greater land value than other uses. Residential may also be considered more in keeping with the City's goals of activating the CBD with round the clock users as well as expanding and diversifying the mix of uses. Nonetheless, the proposer may be able to make a case for the benefits of a hotel depending on the market orientation and branding.

The proposal benefits from a developer with extensive experience in and capacity for developing, financing, and managing parking facilities. GCP's financial capacity and track record are foremost in the proposers' qualifications. Should the City not wish to grant ownership, and possibly management to the developer, this proposer's interest in and commitment to proceeding with a Stage II proposal is uncertain. Should it proceed, GCP's involvement in and commitment to the non-parking components, or the capacity of other members of the development team to implement those components, would need to be clarified in a second stage proposal.

The relatively low density proposed for the project may imply a less than maximum financial outcome for City.

The practicality of the Miracle Alley concept, in terms of market viability and conduciveness to provision of city (particularly emergency) services would need to be further understood.

The strength of the proposer with regard to the public parking component and the possibility of it adapting its proposal for the public parking to be in line with the requirements of the RFP can be considered to provide a reasonable basis for inviting the proposer to advance to the next stage.

TC Gables, LLC (Terranova Corporation / ZOM / Gibson Development)

The proposer is a joint venture of a commercial developer with extensive property holdings on Miracle Mile and other urban locations in Florida (Terranova), a residential developer with considerable experience in multi-family development throughout Florida (ZOM), and a developer with experience in managing development of a variety of projects, including public-private projects, in and with the City of Coral Gables (Gibson).

The proposal presented two options. The proposer's preferred option, **Scheme A**, is a variation on Proposal Option 2, with the integration of a property (220 Miracle Mile) controlled by Terranova and a partner. This scheme calls for 1,045 public parking spaces – 460 on the Garage 1 site (less than the required 500) and 585 on the Garage 4 site. Approximately 88,000 square feet of retail space would be spread between these sites and the Miracle Mile property (which would accommodate nearly half of that space in two

stories). 174 residential units would be located on the Miracle Mile property and 136 units on the Garage 4 site.

The total program of 473,745 square feet would yield an FAR of 4.16, within the maximum of 4.375 allowed with Mediterranean bonus and TDRs.

Notably, the development on the Miracle Mile property is proposed to be 15 stories and 160 feet in height, well above the maximum of six stories and 700 feet allowed on the Mile.

Scheme B is consistent with the RFP's Proposal Option 2. It is confined to the two garage sites with 500 public parking spaces on each. Approximately 40,000 square feet of ground floor commercial space would be distributed between the two sites and 198 residential units would be split almost evenly between the sites. The total program of 314,794 square feet would yield an FAR of 3.50, the maximum allowed with Mediterranean bonus but without TDRs.

The proposer's strong qualifications and the consistency of Scheme B with RFP requirements and preferences are considered to provide a sound basis for inviting this proposer to advance to the next stage. If the City does not wish to entertain a proposal for a tower significantly higher than that allowed by zoning on the Miracle Mile, Scheme A would be rejected. If the City is interested in further exploring this option, perhaps at a height somewhat lower than that presented in the Stage I concept, it could provide direction as to a more acceptable range of height for such a proposal, while also directing the proposer to carry forward its Scheme B proposal.

Summary of Stage 1 Proposals

Developer	American Land Ventures, LLC Special purpose entity comprised of ALV's officers will be formed)	Coral Gables City Center, LLC Special purpose entity 50:50 JV of Allen Morris Company and Related Group and their subsidiaries	Florida East Coast Realty, LLC
Office Location	Miami	Coral Gables, Miami	Miami
Principals, Key Project Staff	Granville Tracy, President	W. Allen Morris and Jorge Perez will be personally involved in planning and financing Dennis Suarez, Mg Dir of Developmt, Allen Morris Steve Patterson, Pres and CEO - Related	Jerome Hollo, EVP, Manager
Architect	ADD, Inc. "architect for master plan"	Associated Consultants, Inc.	Bellin & Pratt Architects, LLC
Propoal Option Proposal for Garage(s) First Site Developed Other Property included in proposal	2 1 & 4 1	1 except phasing 1 & 4 propose to construct both projects same time	2 except phasing 1 & 4 propose to construct both projects same time
Program	<u>Garage 1</u> <u>Garage 4</u> <u>Total</u>	<u>Garage 1</u> <u>Garage 4</u> <u>Total</u>	<u>Garage 1</u> <u>Garage 4</u> <u>Total</u>
Parking			
Public Spaces	450 550 1,000	900 100 1,000	Gar 1 public spaces not specified
Private Spaces	500 725 1,225	79 700 779	- assumed to be 1,000
Total	950 1,275 2,225	979 800 1,779	- 1.635 3rd-7th flrs:
Residentl Apartments			
# units	150 240 390	300 300	-
SF	150,000 240,000 390,000	360,000 360,000	- 280,500 280,500
Hotel			
# units			
SF			
Commercial			
Ground Flr Comcl	15,000 25,000 40,000	14,000 25,000 39,000	15,000 15,000 30,000
Upper Level Office	- - -	20,000 - 20,000	180,000 - 180,000
Total Commercial	15,000 25,000 40,000	34,000 25,000 59,000	195,000 15,000 210,000
Lobby, BOH not other-wise accounted for		11,000 8,000 19,000	
Total SF (excl parking)	165,000 265,000 430,000	45,000 393,000 438,000	195,000 295,500 490,500
FAR	4.72 4.82 4.78	1.29 7.15 4.87	5.58 5.37 5.45
% of max FAR, no TDR			137%
% of max FAR with TDR			109%
# Floors, Height	16, 190'6" 16, 190'6"	11 16	13 13
Cantilever Street	? ?	5' 5'	8' 8'
Cantilever Ailey	? ?	17' 17'	10' 10'
Public Parking Floors	2 - 5 2 - 5	2 - 9 2	2/3 - 5 2/3 - 5
Private Parking Floors	6 - 10 5 - 9	9 2 - 5	6 - 7 6 - 7
Program, Design Considerations	"Considering the feasibility of using the land in between the two projects to unify the two garages" * "In order to make a financeable development deal, assumed alteration of the 3.5 FAR" "If the FAR is unable to be altered, ALV would utilize all of the allowable 314,794 square feet" "Assuming 3.5 FAR is unable to be altered, adjustments will be made to increase parking availability & decrease leasable square footage"	Design elements as in Alhambra Plaza e.g. tower elements	Best practice would be to allow parking structure to span over alley to west, the theater lots 44 - 47 and continue over Saizedo St Would allow for an aerial park/green space; Require support structure at theater west facade New HVAC, exterior repairs, painting for theater Proposing 8 ft sidewalk encroachment "Spanned garage would require both garages be inoperable for a time period" Own vacant site at 1505 Ponce; could accommodate 200-250 spaces temporary parking (10 blocks, 2,000 feet north of Garage 1)
Developer Experience, Capacity	Founded in 1982, has considerable experience developing residential projects of comparable scale in FL Cite past debt and equity financing with major financial institutions and investors Letter of interest from JP Morgan - dated June, 2014 for Fort Lauderdale project "All team members have extensive experience in Miami Dade County and Coral Gables and have worked with ALV in previous projects"	Allen Morris, founded 1958, has developed numerous buildings in FL Allen Morris focussed on office; Alhambra Plaza in 2002 last cited project completed Related and Dennis Suarez of Allen Morris have considerable residential experience Allen Morris and Aci did Alhambra Plaza Related, founded 1979 has built and managed 80,000+ condos and apartments in FL Allen Morris and Related currently JVing SLS Lux - 57 story retail/hotel condo in Miami Strong letters verifying financing relationships for both developers	Founded 60 years ago, has built 60+ million SF, including many residential projects in Miami area Has completed projects in Coral Gables - 2020 Ponce 130,000 SF office condos and Villa Majorca - residential Has several high end residential projects coming up in Coral Gables Proposed One Bayfront - 3 million SF 1,000' MU tower in Miami No letters from financing sources

Summary of Stage 1 Proposals

Developer	GCP BE, LLC "Special purpose entity includes participation from affiliates of Green Courte Partners, LLC (GCP) and BACH Real Estate" GCP (Green Courte Ptrs) "team leader" will coordinate financial resources Steamboat Springs, CO (GCP-Chicago, Bach-Miami)	TC Gables, LLC an affiliate of Terranova Corporation in partnership with ZOM and Gibson Development
Office Location		Terranova - Miami; ZOM - Orlando; Gibson - Miami
Principals, Key Project Staff	Mark Scully, Managing Director, GCP Barron Channer, CEO, BACH	Stephen Bittel, Terranova Chairman, manager of development entity Josh Gelfman, Dir of Development of Terranova primary point of contact pre-construction and Ford Gibson primary contact during construction Greg West, Chief Development officer of ZOM responsible for multi-family component
Architect	HOK	Arquitectonica
Propoal Option Proposal for Garage(s) First Site Developed Other Property included in proposal	1 1 & 4 1	Scheme A - Preferred 2 1 & 4 1 220 Miracle Mile controlled by Terranova and partner Scheme B 2 or 3 1 1
Program	Garage 1 Garage 4 Total	Garage 1 Mir Tower Garage 4 Total Garage 1 Garage 4 Total
Parking		
Public Spaces	901 143 1,044	460 585 1,045
Private Spaces	118 664 782	382 366 748
Total	1,019 807 1,826	842 - 951 1,793 787 787 1,574
Residentl Apartments		
# units	-	174 136 310
SF	-	185,266 190,990 376,256
Hotel		
# units	150 150	96 102 198
SF	120,000 120,000	124,619 141,506 266,125
Commercial		
Ground Fir Comcl	17,371 13,240 30,611	16,674 41,208 30,013 87,895 14,481 25,248 39,729
Upper Level Office	- 122,500 122,500	- - -
Total Commercial	17,371 135,740 153,111	16,674 41,208 30,013 87,895 14,481 25,248 39,729
Lobby, BOH not otherwise accounted for	2,659 6,287 8,946	1,911 3,154 4,529 9,594 4,411 4,529 8,940
Total SF (excl parking)	20,030 262,027 282,057	18,585 229,628 225,532 473,745 143,511 171,283 314,794
FAR	0.57 4.76 3.14	0.53 9.59 4.10 4.16 4.11 3.11 3.50
% of max FAR, no TDR		100% 100%
% of max FAR with TDR		95% NA
# Floors, Height	11 13 and 15	9, 102' 16, 190'6" 6, 190'6" bef mech 17, 182' 12, 132' bef mech
Cantilever Street	? ?	5' 5'
Cantilever Alley	? ?	10' 10'
Public Parking Floors	2 - 10 2 - 3	2 - 6 2 - 5 2 - 7 2 - 5
Private Parking Floors	10 - 11 3 - 8	6 - 9 5 - 7 7 - 9 5 - 6
Program, Design Considerations	Upscale national chain hotel Miracle Alley would expose restaurant retail to alley Flexible function space on portion of Garage 1 roof	Shift development rights not req'd for Andalusia-facing ground fir retail to new tower SW corner Mir Mile & Ponce Requires variance to permit tower site to be designed according to M-U district No setback of tower on Miracle Mile 2 floors of retail in Miracle Tower Paseo will connect thru garage and Miracle Tower; perm easement to City Bridge 22' over alley Garage 4 development to receive 60,000 SF of dev rights from Terranova Mir Mile portfolio
Developer Experience, Capacity	GCP, formed in 2002, is a private equity RE investment firm primarily focussed on parking GCP has sponsored 4 investment funds representing \$845+ million of equity commitments GCP's parking portfolio includes 34 locations with 60,000 spaces \$500+ million including public parking "It is anticipated that the equity investment will be provided by one of GCP's investment funds" Strong letter verifying financing relationship for GCP; None provided for BACH "GCREP III has net worth of \$400+ million including invested and uncalled capital" BACH founded in 2012, focussed on RE investment, development, management in S FL Co-developer of \$300 million Miami CBD P3 project BACH "will lead development of hotel and 200-unit apartment building" in N. Miami P3 project BACH no completed projects cited	Terranova, founded 1980, \$1 billion portfolio several million SF of retail, office, and industrial property Owns, manages 8 buildings on Miracle Mile with 60,000+ SF retail & 21,500 SF office plus large office/retail portfolio on Lincoln Rd, Miami Be ZOM, founded 1977. Since 1990, has developed 10,000+ units in FL and has 1,800 units in development in FL Gibson has been active in S FL real estate for many years and managed development of Gables Grand for Codina Gibson Development, LLC created 2003, manages 6.5 million SF in Miami/Dade, Broward & has 1.4 million SF office, ind in development Gibson Development developed Palza San Remo (120,000 SF office) and Ford Gibson, while at Codina, managed development of Gables Grand, a p3 project with City of Coral Gables No letters from financing sources. " As evidenced by our recent transactions the jv of Terranova and Zom, with Gibson Development, has excellent current relationships with a number of top-tier lenders"

ASSUMPTIONS AND LIMITING CONDITIONS

- Information provided by others for use in this analysis is believed to be reliable, but in no sense is guaranteed. All information concerning physical, market or cost data is from sources deemed reliable. No warranty or representation is made regarding the accuracy thereof, and is subject to errors, omissions, changes in price, rental, or other conditions.
- The Consultant assumes no responsibility for legal matters nor for any hidden or unapparent conditions of the property, subsoils, structure or other matters which would materially affect the marketability, developability or value property.
- The analysis assumes a continuation of current economic and real estate market conditions, without any substantial improvement or degradation of such economic or market conditions except as otherwise noted in the report.
- Any forecasts of the effective demand for space are based upon the best available data concerning the market, but are projected under conditions of uncertainty.
- Since any projected mathematical models are based on estimates and assumptions, which are inherently subject to uncertainty and variation depending upon evolving events, The Consultant does not represent them as results that will actually be achieved.
- The report and analyses contained therein should not be regarded as constituting an appraisal or estimate of market value. Any values discussed in this analysis are provided for illustrative purposes.
- The analysis was undertaken to assist the client in evaluating and strategizing the potential transaction discussed in the report. It is not based on any other use, nor should it be applied for any other purpose.
- Possession of this report or any copy or portion thereof does not carry with it the right of publication nor may the same be used for any other purpose by anyone without the previous written consent of The Consultant and, in any event, only in its entirety.
- The Consultant shall not be responsible for any unauthorized excerpting or reference to this report.
- The Consultant shall not be required to give testimony or to attend any governmental hearing regarding the subject matter of this report without agreement as to additional compensation and without sufficient notice to allow adequate preparation.