**ADDENDUM TO RFP DOCUMENTS**
**JUNE 16, 2011**

**RFP No. 43-10-11 (A) Redevelopment of Biscayne Landing**

**RFP OPENING DATE**: July 6, 2011 @ 3:00 PM **ADDENDUM No.** 2

To All Respondents:

It is the Respondent's responsibility to assure receipt of all addenda. The Respondent should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received.

This addendum is issued to modify the previously issued RFP documents and/or given for informational purposes, and is hereby made a part of the RFP documents.

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**Be advised all questions should reference the Section number and Item number to allow readers to follow the questions with ease.**

**All questions and proposals submitted must be in accordance with the documents posted on the City's website and Demand Star. The City will not be held responsible for documents provided by any other sources.**

Below are questions submitted regarding the RFP:

1. The RFP states that the property is zoned PD and a copy of the zoning requirements of that district is attached as Appendix B to the RFP. Isn't the site grandfathered from those requirements due to the provisions of the City's LDRs which states:

   "E - *Previously Approved Planned Unit Development/Conditional Uses*. All planned unit development/conditional uses approved prior to the adoption of these LDRs, and any conditions attached thereto, shall remain in full force and effect, and the recipient of the approved planned unit development/conditional use may proceed to develop the property in accordance with the previous approval and shall hereafter be deemed a planned development/conditional use in the district in which it is located. However, if the recipient of the approved planned unit development/conditional use has failed to apply for a building permit before the approval expires or if the approval is abandoned, the provisions of these LDRs shall govern. No planned unit development/conditional use approved prior to the adoption of these LDRs but where no certificate of occupancy had been granted shall be extended."

**A. There is no "Previously Approved Planned Unit Development/Conditional Use" with respect to the 183.85 acre subject property, as the approval is considered expired and/or abandoned. Also, there is no need for an application of any "grandfathering" provision, as the density and intensity has not change (40 dwelling units per acre &**

**25 stories). In fact, the availability of accessing density bonus has potentially increased the density/intensity of the site.**

2. While the City, in the RFP sets forth the permitted densities and intensities for the entire Regional Activity Center, the BL development has already been approved for development intensities and densities. Are the previous approvals still valid for the site's permitted densities and intensities?

**A. No**

3. If so, what are the approved development densities and intensities for the BL site?

**A. 40 dwelling units per acre and 25 stories. The availability of an additional 15 dwelling units per acre based on mandatory and optional criteria of the Land Development Regulations being met.**

4. The City sets forth what appear to be mandatory requirements for active and passive open space/recreation areas of between 25 and 35 acres of the land. Will any financial consideration be given to the fact that and rent or price paid for the land will not be for a parcel of 184 acres (page 8), but only a parcel of between 159 to 149 acres?

**A. As indicated in the RFP, this requirement is based on the 20% mandatory open space mandate of the Land Development Regulations which can be adjusted at the discretion of the City Council through the Conditional Use Permit process. As such, financial consideration for rent/price paid will not be given**.

5. The RFP indicates that a conservation easement may be required to protect adjacent wetlands. Hasn't that easement already been given to the State/WMD/DERM?

**A. The easement has been delineated but has not been finalized. It has not been dedicated and recorded officially. It is the understanding that the Master Development for the site would incorporate this conservation easement as part of the final site plan. The delineation of the boundaries has been agreed upon.**

6. The RFP indicates that "Disposition revenues and revenue from real estate taxes directly generated by the project will, along with the character of the proposed development the developer's capacities to implement the project, be major criteria for selection." Since the Phase I RFP does not require the submission of any revenue proposal, does this statement only apply to the successful Phase II proposer?

**A. Yes**

7. Since the proposer may not yet have formed a developmental entity for the project, at this early stage, may the proposer submit it's planned structure with the caveat that the final structure may differ at some later date and still comply with the requirements of Section 2.1?

**A. Yes as to the form it takes, but the composition of the entity may not differ.**

8. In describing the requirements for the Stage II proposals the RFP indicates that the proposer will have to provide analysis of environmental impact, traffic analysis, utility and school impacts. Since the project has already received zoning approvals from the City and the project was included in RAC, which analyzed these impacts for the entire (and larger) RAC, may the proposers rely of the RAC submissions as part of its proposal rather having to reanalyze, at substantial cost and expense, that which has already been analyzed and approved by the State, County and City?

**A. No. Since the various proposals may be different in nature with respect to the uses proposed. In addition the various traffic generation and other impacts are dependent on land uses which is expected to be different in the new proposals. The previous proposal/master plan of the subject site is no longer applicable**

9. The RFP states that a proposer that seeks to buy the property will submit a good faith deposit of $1.5 million which is refundable if the City does not accept the proposal. However, on that same page the RFP indicates that the $1.5 million submitted if a proposer seeks to lease the property is non-refundable. Is it the City intent not to refund the $1.5 million deposit to a rental proposer if the proposer is not selected?

**A. See Addendum No. 1 for clarification**

10. It is noted that a proposer must deposit a “cash bond, surety bond, or time deposit bond” in the amount of 110% of the estimated cost of infrastructure improvements. Will the City accept in irrevocable letter of credit from a qualified financial institution in lieu of such a bond?

**A. Yes**

11. The City indicates that the proposer who is successful is to broadly indemnify the City for the “services provided”. May we assume that the successful proposer will not have to indemnify the City for the acts or omissions of the City and its employees, agents or contractors?

**A. No, the successful proposer does not have to indemnify the City for anything which is in the sole negligence or omissions of the City, employee, agents or contractors.**

12. The RFP calls upon the proposer to meet all insurance requirements of the City. What are those requirements?

**A. See Form A-7 – Insurance Requirements for Successful Proposer (Attachment No. 1)**

13. The partnership statement requirement indicates that a complete copy of the partnership agreement be included. What if there is not such an agreement at the time of submission of the response to the RFP?

**A. If successful, the City will need documentation whether it is a partnership, corporation, joint venture, etc in Phase II.**

14. The RFP requires the proposer to provide a "Preliminary Project Concept". It specifically calls for anticipated mix of uses and sizing of those uses and other very specific information. However, at this early stage of the process, such information will, of necessity, be very "preliminary". Will the City require any Phase II submission to mirror image these preliminary estimates?

**A. Phase II should be "true to the concept" but may have some <u>minor</u> variations as to allocation of size and / or uses.**

15. The City indicates the process to be followed. It does indicate that qualifying proposers will be ranked in an order and then negotiated with in the order of ranking. What is the City's intent in those regards?

**A. This question is not clear**

16. The RFP indicates that this is a proposal to "purchase and/or lease", while on page 20 it indicates it is for purchase "or" lease? Which is correct? May a proposer propose a lease with an option to purchase upon some negotiated terms?

**A. The property is for Sale or Lease**

17. Please indicate which of the forms need to be submitted with the Phase I submittal since some seem to be more appropriate for Phase II.

**A. See the "Table of Contents" of RFP for required forms**

18. The RFP is in conflict on page 18 and pages 43-44 where it indicates that the proposers responses will be available for review by others 15 days after the opening date (page 18) and 10 days after opening date (pages 43-44). Which is correct?

**A. The review period is 15 days after the opening date**

19. The RFP indicates use of "Form A-3". What is that form since it does not appear in the RFP documents or appendices?

**A. This form is not referenced in the RFP**

20. There appears to be a conflict on a proposer's ability to withdraw his proposal. Page 19 (paragraph 17) indicates withdrawal permitted prior to the date and hour of proposal opening, while page 43 (paragraph 6.18) indicates withdrawal may be done prior to "submission deadline". Which is correct?

**A. "prior to the date and hour of proposal opening" and prior to "submission deadline" means the same thing in this case**

21. Has the City prepared an appraisal of the property? If so, is it available? If it is underway, when will it be available?

**A. The appraisal has been ordered and not completed at this time. It will be available and posted to the web upon completion.**

22. After the pre-bid conference, will the City notify attendees of addenda to the RFP, without the attendees having to go on line each day to check?

**A. If interested parties picked the bid up from Demand Star, those parties will receive an email notification of any posted items. If interested parties picked the bid up from the City's website, yes they will need to continue to check the web for updates and addenda.**

23. The City indicates that in the Phase II bidding, anyone seeking to bid shall provide at least $17.5 million for City upon execution of the lease. However, the City also indicates that the bidder has to provide an additional $1.5 million, non-refundable payment to the City. Is that the City Commission's intent or was it just the $17.5 million payment?

**A. See Addendum No. 1 for clarification**

24. In addition, what provision must be made by proposers in the phase 2 RFP to meet the needs of the Oaks Condo Association? Will proposers be required to commit to $2.5 million in improvements to meet the needs of the Oaks?

**A. There will be no provision requiring the potential developer to address the needs of the Oaks. However, additional consideration will be given to proposals that address Oaks amenities.**

25. The RFP lists the approved uses and densities for the City's RAC. Commercial uses are limited to 550,000 sq ft for the entire RAC area. I had been led to believe that at some point Boca Developers had received the right to build in excess of 1,000,000 sq ft of commercial uses on the Biscayne Landing site. Is the information in the RFP correct? Will a RAC amendment be required?

**A. If the successful developer proposes commercial in excess of 550,000 square feet, then a RAC amendment will be required and will be processed locally.**

26. Park and Recreation Component, states that the 37 acre park requirement may not include storm water management areas. Why not?

**A. Currently, the City's definition of Park and Open space do not include storm water management. However, the successful proposer is permitted to request a reduction and or adjustment to definition during the Conditional Use Permit process.**

27. Section 2.7 requires the bonding of all building construction. Why is this necessary since it was not required before?

**A. This is a new requirement of the City's recently adopted Land Development Regulations.**

28. Page 18, paragraph 13 states that all proposals are binding for 180 days after the opening date. It then goes on to say in paragraph 17 of the same page that the proposal is irrevocable for 90 days after opening. These two paragraphs appear to be in conflict.

**A. The time period is 180 days**

29. Please clarify the City's guaranty requirements.

**A. See Addendum No. 1 for clarification**

Everything else remains the same

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