



GSA Southeast Sunbelt Region

June 16, 2022

Ben Rogers
Director, Transportation & Mobility
City of Fort Lauderdale
100 N Andrews Ave
Fort Lauderdale, FL 33301

Subject: Exchange of Ground Lease for Construction Services
New U.S. Federal Courthouse, Fort Lauderdale, Florida

Dear Mr. Rogers:

The purpose of this Letter of Intent is to summarize the basis upon which the Parties will endeavor to negotiate the terms and conditions of the Exchange consistent with this Letter of Intent and the Term Sheet, attached hereto as Exhibit A and incorporated herein by reference. Any capitalized term in this Letter of Intent that is not defined herein will have the meaning ascribed to it in the Term Sheet.

1. Non-Binding Agreement. This Letter of Intent is merely a statement of mutual intention at this time to conduct further negotiations consistent with the terms and conditions set forth herein, it is understood that the proposed Exchange is subject to further negotiation by the Parties and the review and approval thereof by their respective counsel and oversight authorities. It is further understood that neither this Letter of Intent nor any course of conduct by any Party prior to or subsequent to the date hereof will (i) constitute an obligation or commitment of any Party to enter into an Exchange, (ii) give rise to any obligation to enter upon or consummate the transaction contemplated herein or (iii) create any binding obligation whatsoever, except as explicitly stated herein. The provisions set forth in section 2, below, are the only binding provisions in this Letter of Intent. Unless otherwise explicitly stated in section 2, the provisions in section 2 will be enforceable by the Parties only until this Letter of Intent is terminated as provided in section 3, below, or is superseded by the Exchange (or other written agreement) between the Parties, if any.

2. Binding Terms.

A. Costs and Expenses. Each Party will bear its own costs and expenses payable to any person or entity retained by it in connection with this Letter of Intent or the Exchange.

B. Good Faith. Each Party agrees to negotiate in good faith.

C. Return of Documents. In the event the City has received any Confidential Information from GSA pertaining to the Exchange, and subsequently the Exchange is not executed for any reason, the City will promptly return all such materials to GSA. This provision survives termination of the Letter of Intent.

3. Termination. If the Parties fail to execute this Letter of Intent by a date that is 60 days from the date hereof, then this Letter of Intent will terminate automatically without the need for any further documentation unless the Parties agree, in writing, to extend the term. In addition, any Party may terminate this Letter of Intent prior to the full execution and delivery of the Exchange by delivering written notice of such termination to the other Party. Such termination will be effective upon receipt of said notice.

4. Miscellaneous Terms.

A. Notices. All notices and other communications arising under this Letter of Intent must be in writing and must be furnished by hand delivery; by United States certified mail, postage prepaid, return receipt requested; or by nationally available overnight next business day courier, charges prepaid, signature of recipient required, in each instance; if to GSA to William Landers and, if to the City to Chris Lagerbloom, at the addresses set forth immediately below. Either Party may change the notice address set forth below by serving five days prior written notice upon the other Party. Any such notice will be duly given upon the date it is delivered to the addresses (or, if delivery is refused, the date when delivery was first attempted) shown below:

the City:

Chris Lagerbloom
City Manager
City of Fort Lauderdale
1100 N. Andrews Avenue
Fort Lauderdale, FL 33301

With a Copy to:

Ben Rogers
Director, Transportation & Mobility
City of Fort Lauderdale
290 NE Third Avenue
Fort Lauderdale, FL 33301

U.S. General Services Administration
Public Building Service
77 Forsyth Street SW, Atlanta, GA 30303
www.gsa.gov

GSA:

Neil Landers
National Real Property Acquisition Program Manager
U.S. General Services Administration
Office of Portfolio Management & Customer Engagement
1609 Churchill Lane
Mansfield, Texas 76063


B. Modification. This Letter of Intent may be modified or amended only by written, mutual agreement of the Parties.

C. Governing Law. This Letter of Intent and any resulting Exchange to which GSA is a Party will be governed by applicable Federal law, and to the extent that no Federal law applies to the issue in question, then by the laws of the State of Florida. In the event of a conflict of laws in any matter involving GSA or the interests of the United States, Federal law will prevail. Nothing in this Letter of Intent or the Exchange will be deemed to waive the sovereign rights or legal defenses of the United States nor subject GSA or the United States to the jurisdiction of any State court. Nothing in this Letter of Intent shall be deemed a waiver of sovereign immunity in the favor of the City.

D. Counterparts. This Letter of Intent may be executed in counterparts, each of which will be deemed a duplicate original.

In summary, we believe that the terms set forth in this Letter of Intent are fair, equitable and consistent with our previous discussions. We are prepared to meet with you at your earliest convenience to resolve any outstanding issues. If the foregoing is acceptable, please so indicate by signing on the line provided below and returning a copy of this Letter of Intent to my attention. Your prompt attention to this matter is appreciated and we look forward to hearing from you soon.

Sincerely,

DocuSigned by:

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Kevin J. Kerns
Regional Commissioner
GSA, Southeast Sunbelt Region
Public Buildings Service

U.S. General Services Administration
Public Building Service
77 Forsyth Street SW, Atlanta, GA 30303
www.gsa.gov

AGREED AND ACCEPTED:

City (printed name)

Signature

Attachment

Exhibit A

Date

Title

EXHIBIT A TERM SHEET

1. Parties

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives ("GSA" or "Government"), and the CITY OF FORT LAUDERDALE, FLORIDA ("the City"). GSA and the City are collectively referred to as the "Parties."

2. Premises

The Federal Government owns a 3.4480 acre tract of land (improvements being a surfaced, striped parking lot and 5 residential homes), as described in Attachment 1, attached hereto and incorporated herein by reference, bounded on the North by the Tarpon River, on the South by SE 11th Street, on the West by SE 3rd Ave and on the East by a shared property line with the adjacent landowner(s), in Fort Lauderdale, Florida ("Government Land"), the Government Land is under the jurisdiction, custody and control of GSA.

3. Exchange

The Parties will exchange a leasehold interest in 1.25 acres of Government Land for a term of 22- years (the "Ground Lease") and a utility easement on Government Land for design and construction services from the City that will include the relocation of a sewage lift station and the rerouting of a 30" water line. The City will also vacate SE 4th Avenue and SE 10th Ct. prior to performing the design and construction services contemplated herein.

4. Exchange Valuation

GSA has caused an appraisal to be performed on the Government Land. GSA was responsible for its appraisal costs. The Parties agree that the Fair Rental Value (FRV) for the 22-year Ground Lease is \$3,005,400 and the Fair Market Value (FMV) of the easement for the relocated lift station is \$129,000 (in Exchange for the aforementioned services). GSA prepared an independent government estimate (IGE) for the design and construction services and the City received price estimates based on the Scope of Works (SOW) (Exhibit 2) and both have estimated these services for the relocation of the sewage lift station and relocation of the water line to be \$4,809,816. GSA has appraised the value of the vacation of SE 4th Avenue and SE 10th Ct at \$2,027,000. GSA reviewed the SOW's, and independently estimated the value of the services and vacated city streets. The Parties will reach a consensus on the value of the services.

The Parties agree that upon acceptance of the Letter of Intent, the City may advance its efforts in completing the Statement of Work's (Exhibit 2), at their risk, in advance of the Exchange and that any funds expended by the City will be applied to the Exchange Valuation identified in this Section.

5. Valuation Difference

The Parties agree that there will be no equalization of the value difference in this Exchange.

6. City's Contract

"Design Phase," if needed - Upon the acceptance of the Letter of Intent, the City, at its sole cost and expense, will be responsible for the hiring and selecting of a design consultant and construction contractor for the design and construction of the services on the Government Land. During the Design Phase, GSA will have the right to review and comment on the design documents at the specified intervals per the "Scope of Work," attached and incorporated herein by reference. (Attachment 2)

"Construction Phase"- During the Construction Phase, the GSA will have periodic review and comment. The City will enter into a competitive procurement process for the selection of a General Contractor to perform the services

The Parties agree that the City is ultimately responsible for the selection of a qualified design consultant and general contractor. Additionally, the City is solely responsible and liable for its contractors' compliance with all applicable Scope of Work requirements as reviewed by GSA.

7. Assignment of Agreement

This Agreement is not assignable.

8. Insurance

The Parties acknowledge that the City is self-insured. The City will ensure the hired contractors procure and maintain liability insurance policies that will fully insure against any damage to the Government Land or injury to its occupants. Such coverage shall name the United States of America as an additional insured, all subject in form and provisions to the satisfaction of the United States. Any indemnification provided to the City under its contracts will be made assignable to the United States.

9. Services for relocating sewage lift station and rerouting water line

Construction Schedule and Initial Construction Meeting:

The City will furnish a detailed construction schedule (such as critical path method) to the Government within 30 working days of issuance of the Notice to Proceed, ("NTP"). The City will initiate a construction meeting to review the final design and address any final concerns and review the projected schedule prior to the start of construction.

Progress Reports:

After start of construction, the City will, at the request of GSA, conduct meetings twice per month to brief GSA personnel and/or contractors regarding the progress of design and construction.

Access by the Government Prior to Acceptance:

The Government will have the right to access the construction site. The Government will coordinate the activity of any Government contractors, i.e., Construction Management Agent, ("CMA") with the City to

minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, the Government contractor on this project.

Construction Inspections:

A GSA designated technical representative may periodically inspect construction work to review compliance with the Scope of Work requirements and approved design. The City shall not be required to delay or stop work to facilitate the periodic reviews, witnessing of tests, and inspections by the Government. The Government's review will not constitute approval of the City's apparent progress toward meeting the Government's objectives but are intended to discover any information which GSA may be able to call to the City's attention to prevent costly misdirection of effort. The City will remain responsible for designing, constructing, and addressing deficiencies in full accordance with the requirements of the City's contract.

10. Historic Preservation Considerations

GSA will cooperate with the City and the Florida State Historic Preservation Officer (SHPO) on any historic preservation issues. The City will provide GSA and the SHPO an opportunity to review and comment on any historic preservation items during the design process and prior to finalization of plans. The GSA Regional Historic Preservation Officer will represent the GSA on all historic preservation matters.

11. Emergency Response

In cases of emergency situations, someone from the GSA Service Center will serve as the first point of contact on behalf of GSA. The Service Center will provide 24-hour emergency response and assistance during the performance period for the construction services. The Customer Service Director can be reached at (305) 240-1398 and robert.knutson@gsa.gov. Emergency situation is a situation immediately impairing or threatening immediately to impair the Government Land or other property or causing or threatening to cause immediate injury to a person or persons located in or near the site for the Government Land.

12. Progress Meetings

GSA will assign a Project Manager (PM) to participate and provide review and comments during the design (if needed) and construction phases. The assigned PM or his or her designee will participate in progress meetings or regularly scheduled meetings based on the agreed upon schedule by the project team. GSA, based on funding availability, may also elect to engage a (CMA) to monitor compliance with the agreed Scope of Work, applicable codes and ordinances.

13. Authority

GSA has the authority to enter into this Exchange pursuant to Section 412 of the GSA General Provisions, Consolidated Appropriations Act, 2005, Public Law 108-447, 118 Stat. 2809, 3259 (Dec. 8, 2004) (Section 412). The City's authority for this Exchange is pursuant to section 3.06 (Powers Vested in Commission; Limitations) of the Code of Ordinances for the City of Fort Lauderdale." In addition,

14. Prior Acts

The GSA is unaware of any pending lawsuits or encumbrances related to the Government Land. The City will remove any title encumbrance to its land, to which the other Party objects, that may be readily removed within a reasonable time and at reasonable expense.

15. Notices

If to: CITY OF FORT LAUDERDALE
Attn: Chris Lagerbloom
City Manager
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

If to: UNITED STATES OF AMERICA
Attn: William Landers
National Real Property Acquisition
Program Manager
U.S. General Services Administration
1609 Churchill Lane
Mansfield, TX 76063

With a Copy to:
Ben Rogers
Director, Transportation & Mobility
City of Fort Lauderdale
100 N Andrews Ave
Fort Lauderdale, FL 33301

16. Closing

The Parties shall endeavor to execute the Exchange promptly, with a schedule to be mutually agreed upon by the Parties.

17. City Commission Approval

The terms of this transaction will be subject to final approval by the Fort Lauderdale City Commission.

18. GSA Approval

The terms of this transaction will be subject to final approval of the National Office stakeholders of GSA, OMB, and notification to Congress.

List of Attachments to Exhibit "A"

- 1 - Legal Description of Government Land
- 2 - Scopes of Work for Relocation of Lift Station, Sanitary Sewer Line Relocation and Rerouting of 30" WaterLine
- 3 - Map of Parcel with Exchange Agreement Area Boundaries

ATTACHMENT 1

Legal Description

Lots 10, 11, 12, 13, 14 and 15, Block 2 LAUDERDALE, according to the plat thereof, as recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida and that 16-foot alley lying West of said Lots 10, 11 and 12, and East of said Lots 13, 14 and 15 and LESS the West 15.00 feet of said Lots 13, 14 and 15 thereof,

AND:

PARCEL NO. 1, being a part of Lots 16, 17 and 18 of Block 2 of LAUDERDALE, according to the plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida described as follows:

Beginning at the point where the Western boundary line of said Lot 18 of Block 2, of LAUDERDALE intersects the Southern shore line of Tarpon River and run thence 82 feet Southerly along the Western boundary line of said Lots 18, 17 and 16 to a point of 28 feet North of the Southwestern corner of said Lot 16; thence run 92.08 feet Easterly parallel to and 28 feet North of the Southern boundary line of said Lot 16 to a point; thence run 108 feet Northerly parallel to and 92.08 feet distant from the Western boundary line of said Lots 16, 17 and 18 to a point where said Northerly line intersects the Southern boundary line of Tarpon River; thence run Westerly along the Southern boundary line of Tarpon River to a Point of Beginning. Less the West 15.00 feet thereof.

AND:

Parcel 1:

The West 2 feet of Lots 7, 8 and 9, less South 33 feet of the West 2 feet of Lot 9; and 16 foot wide vacated alley abutting the Westerly line of said Lots 7, 8, and 9, less South 33 feet thereof; and Lots 16, 17 and 18, less the West 92.08 feet thereof, and less the South 33 feet of said Lot 16; all in Block 2 of LAUDERDALE, according to the plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.

Parcel 2:

The North 5 feet of the South 33 feet of the West 2 feet of Lot 9, together with the North 5 feet of the South 33 feet of Lot 16, less the West 92.8 feet of said Lot 16, and also together with the North 5 feet of the South 33 feet of that certain 16 foot wide vacated alley lying West of Lot 9 and East of Lot 16, in Block 2 of LAUDERDALE, according to the Plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.

TOGETHER WITH:

Lots 7, 8, and 9, Block 2, LESS West 2 feet thereof, LAUDERDALE, according to the plat thereof, recorded in Plat Book 2, Page 9, of the Public Records of Miami-Dade County, Florida, excepting therefrom the South 28 feet of Lot 9.

TOGETHER WITH:

A portion of Parcel "A", REAMENDED PLAT OF BLOCK 3 LAUDERDALE, according to the Plat thereof, recorded in Plat Book 49, Page 39, of the Public Records of Broward County, Florida, and being more fully described as follows:

EAST PARCEL:

Parcel "A", REAMENDED PLAT OF BLOCK 3 LAUDERDALE, according to the plat thereof, as recorded in Plat Book 49, Page 39, of the Public Records of Broward County, Florida, LESS the East 75.00 feet thereof, more fully described as follows:

Beginning at the Southwest corner of said Parcel "A"; thence North 00 degrees 00 minutes 00 seconds East, on the West line of said Parcel "A", being the East right-of-way line of S.E. 4th Avenue, a distance of 300.00 feet to the Northwest corner of said Parcel "A"; thence North 89 degrees 56 minutes 00 seconds East, on the North line of said Parcel "A", being the South line of Tarpon River, a distance of 220.00 feet; thence South 00 degrees 00 minutes 00 seconds East, on a line 75.00 feet West of and parallel with the East line of said Parcel "A", a distance of 300.00 feet; thence South 89 degrees 56 minutes 00 seconds West, on the South line of said Parcel "A", being the North right-of-way line of S.E. 11th Street, a distance of 220.00 feet to the Point of Beginning.

ATTACHMENT 2

Scopes of Work

Water Main Relocation Scope of Work

The Project includes the design, permitting, construction, testing, and startup of a new watermain and related work. The scope of work includes:

1. New 30-inch internal diameter watermain connecting from the intersection of SE 9th St and the intersection of SE 4th Ave to SE 11th St and SE 3rd Ave.
2. The new watermain will be installed via open cut in SE 9th St and via HDD in SE 3rd Ave to cross Tarpon River under the bridge.
3. Work shall also include any demolition, reconstruction, relocation, and incidentals required within City right-of-way, and County right-of-way to complete the project.
4. Design/Build Firms can provide an alternate bid for installation of the pipe on SE 9th Street via HDD. DBF is responsible for verifying all existing conditions and site constraints.

Included in the scope of work are design, permitting, construction, as well as inspection, testing, construction certification and all associated work delineated herein or determined by the DBF as required to meet the Project intent. The RFP Documents, including the Design Criteria Package (DCP), and the successful proposal, shall form the terms and conditions of the Contract.

The DBF shall be responsible for design, any additional surveying, geotechnical investigations, borings, environmental investigation, compliance, preparation of completed permit submittal packages, and procurement of all required permits for construction, construction phasing, maintenance of traffic and all other related work or services.

This Design Criteria Package sets forth minimum requirements regarding design, construction, and maintenance of traffic during construction, including specifications and other requirements relative to project management, scheduling and coordination with other agencies and entities such as the state, county and local government environmental permitting agencies and the public.

Lift Station and Sanitary Sewer Line Relocation Scope of Work

The selected DBF shall perform the complete design, permitting, and construction of all aspects of the PROJECT to fulfill the intent of the PROJECT as described in this Design Criteria Package (DCP) and all supporting documents. Included in the PROJECT is the acquisition of all tools, equipment, materials, and other supplies including but not limited to fuel, power, water, and communication devices required to complete the PROJECT.

The work also includes the performance of all labor, work, and other operations required to complete the PROJECT. All work must be complete with all work, materials, and services not directly specified in the Contract Documents but necessary for the completion of the PROJECT to fulfill the intent of the CITY performed and installed by the DBF at no additional cost to the CITY above what is agreed upon in the Contract Documents.

PROJECT shall include:

1. Construction of a new submersible duplex wastewater pump station with control panel and electrical service (Pump Station A-16) relocated to a site approximately 210 feet east of the SE 4th Avenue and SE 11th Street intersection on SE 11th Street.
2. Construction of approximately 220 linear feet of new 18-inch PVC gravity sewer with new sanitary manholes from an existing sanitary sewer manhole located at the intersection of SE 4th Avenue and SE 11th Street to the new Pump Station A 16 location on SE 11th Street.
3. Connection of the new 18-inch PVC gravity sewer piping at the proposed Pump Station A-16 and with the existing manhole at the intersection of SE 4th Avenue and SE 11th Street as shown on the Conceptual Drawings.
4. Construction of approximately 2,150 linear feet of new 12-inch HDPE force main from the new Pump Station A-16 on SE 11th Street to a connection point with the CITY's existing 36-inch force main on SE 7th Street. As shown on the conceptual drawings, the proposed 12-inch force main route is along SE 11th Street, SE 3rd Avenue, SE 8th Street, and SE 4th Avenue. The 12-inch HDPE force main is proposed to be installed utilizing HDD methods, requires a subaqueous crossing where SE 3rd Street crosses Tarpon River, and includes approximately 170 linear feet of open cut, 12-inch C900 PVC pipe with DIP fittings at force main connections and bends. All costs associated with existing utility exploration, design development of the complete force main system including HDD and open cut plans and coordination as needed with the separate water related DBF are the responsibility of the DBF.
5. Connection of the new 12-inch HDPE force main at the proposed Pump Station A-16 on SE 11th Street and with an existing 36-inch force main at the intersection of SE 4th Avenue and SE 7th Street as shown on the Conceptual Drawings.
6. Abandon and decommission the existing wet pit/dry pit duplex Pump Station A-16 including controls and electrical service located on SE 4th Avenue just north of SE 11th Street.
7. Abandon all existing gravity sewer piping and sanitary manholes on SE 4th Avenue and SE 10th Court associated with the existing Pump Station A-16 as shown on the Conceptual Drawings.

8. Abandon all existing force main piping on SE 4th Avenue from the existing Pump Station A-16 to an existing sanitary manhole on SE 4th Avenue just south of SE 9th Court as shown on the Conceptual Drawings.

Additional to the design, permitting, and construction of the PROJECT, the DBF is to perform inspections, utility testing, construction certification, construction management, coordination with separate water main DBF, public involvement, equipment startup, and all associated work described in the DCP or as determined necessary by the DBF and confirmed by the CITY to fulfill the PROJECT intent. The terms and conditions of the contract shall consist of the RFP documents including the DCP with all exhibits and attachments in addition to the proposal accepted by the CITY.

The DBF will be responsible for the complete design, topographic survey, benthic survey, geotechnical reports, environmental reports, submittal and procurement of all required design, environmental, and construction permit packages, construction phasing, dewatering, stormwater pollution prevention, maintenance of traffic, public involvement, and all other related work/services. The DBF will assume all responsibilities associated with being the PROJECT Engineer of Record (EOR).

This DCP conveys the minimum requirements of the CITY regarding the design, permitting, construction, maintenance of traffic operations, management, and scheduling of the PROJECT including coordination with local, county, and state governments and regulating agencies necessary to obtain permits for construction.

ATTACHMENT 3
Map of Exchange Parcel
Boundaries