

— LAS OLAS — MARINA



REQUEST FOR PROPOSALS: RFP # XXX-XXXXX

MARINA MANAGEMENT & CONSTRUCTION SERVICES FOR THE LAS OLAS MARINA

CBRE, Inc.
200 East Las Olas Blvd, Suite 1620
Fort Lauderdale, FL 33301
Jason Spalding, CBRE Marina Services

CBRE

CAM 15-0790
EX 1
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CBRE

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EXHIBIT 1 – CURRENT SLIP RATES (SUMMER & WINTER) & UTILITIES FEE SCHEDULE

EXHIBIT 2 - THREE YEAR HISTORICAL OCCUPANCY

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EXHIBIT 4 – SPECIAL EVENT SOVEREIGNTY SUBMERGED LANDS LEASE (#060028656)

EXHIBIT 5 – FBIP TRI-PARTY DEVELOPMENT PROJECT GRANT AGREEMENT (# B9611 / DEP #C7510) (3/20/92)

EXHIBIT 6 – F.I.N.D. PROJECT GRANT AGREEMENT (BR-FL-90-10) (1/25/91)

EXHIBIT 7 – F.I.N.D. PROJECT GRANT AGREEMENT (BR-FL-91-13) (10/1/91)

EXHIBIT 8 – F.I.N.D. PROJECT GRANT AGREEMENT (BR-FL-94-25) (12/12/94)

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EXHIBIT 10 – SOVEREIGNTY SUBMERGED LANDS LEASE (#060232076) (OR BK 25663 & PG 0173 -0187)

EXHIBIT 11 – TIIF DEED (21846) (OR BK 1275 & PG 0403-0405)

EXHIBIT 12 – TIIF RELEASE (90047196) (OR BK 17136 & PG 0645-0653)

EXHIBIT 13 – PROPOSED PARKING GARAGE - CONCEPTUAL DRAWINGS

EXHIBIT 14 – ENVIRONMENTAL PERMITTING FEASIBILITY STUDY (MILLER LEGG)

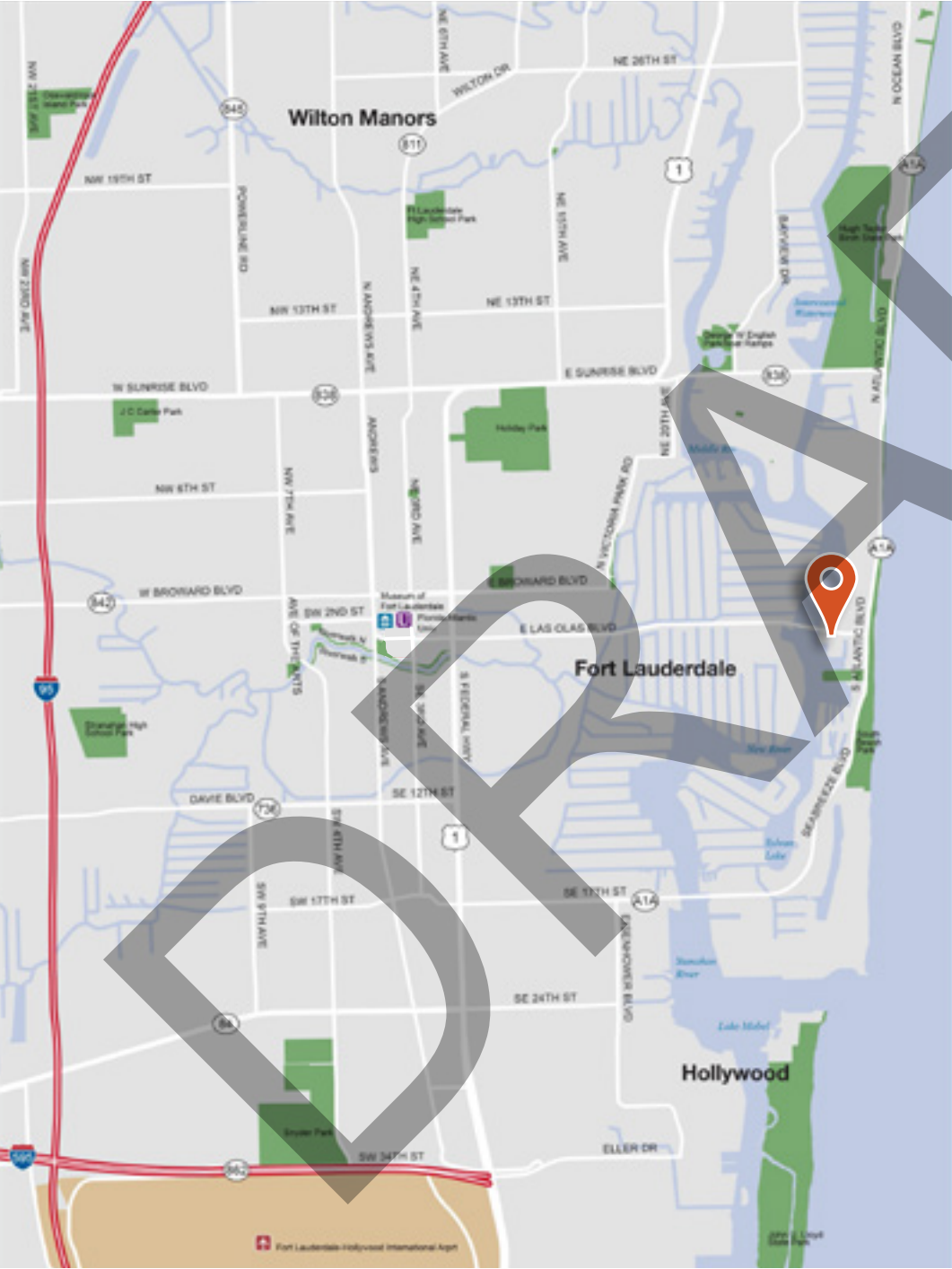
EXHIBIT 15 – LAS OLAS MARINA 5-YEAR PRO FORMA



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OFFERING MEMORANDUM

PROPERTY LOCATION



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PROPERTY ADDRESS

240 Las Olas Circle
Fort Lauderdale, FL 33316


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SECTION I AREA OVERVIEW

— LAS OLAS — MARINA

OFFERING MEMORANDUM

GATEWAY MARKET

- Surging Population¹:
 - 379,500 people added over the last 5 years (75,900 annually) - bringing the current population to 5.76 million people.
 - ♦ 62% of this growth was attributable to international net migration.
 - ♦ Ranked #6 among 15 most populous US MSAs.
 - 534,080 more people projected over the next 5 years (106,816 annually).
 - ♦ 150% projected growth in migration over the next 5 years.
 - Robust Employment Market²:
 - 163,200 new jobs added over the last 5 years (32,640 annually).
 - ♦ Ranked #3 among 15 most populous US MSAs.
 - ♦ Ranked #5 among top 20 MSAs in attracting the most educated labor force (2012).
 - 229,554 new jobs projected over the next 5 years (45,911 annually).
 - Record national ranking in International Trade³:
 - Ranked #1 airport (MIA) in US for international airport cargo (1.3 billion tons).
 - Ranked #12 among US Customs Districts (2013).
 - Nation's largest trade surplus in 2012 (\$21.9 billion).
 - Port Everglades is the first and largest free trade zone in Florida.
 - Global Leader in Tourism - #1 and #2 cruise ports in the world, Port Miami & Port Everglades, respectively⁴.
 - Booming Construction Industry – 38,350 multi-family units either completed, under construction, proposed or planned⁵.
- 
- Massive Investments into infrastructure, including:
 - Port Everglades: undergoing \$470 million capital improvement to provide on-port rail access and improve highway connectivity.
 - Fort Lauderdale-Hollywood International Airport (FLL): undergoing \$2.3 billion capital improvement program including a new 8,000 foot runway.
 - The Port of Miami: undergoing \$1.3 billion capital investment to provide direct connectivity to interstate highway system and accommodate new Post-Panamax ships.
 - Miami International Airport (MIA): recently completed \$6.2 billion capital improvement program.

Source: (1) CBRE Research, US Census Bureau, Moody's Analytics; (2) CBRE Research, Bureau of Labor Statistics, Moody's Analytics; (3) Airports Council International, (4) Cruisemarketwatch.com, (5) Cranespotter.com.

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OFFERING MEMORANDUM

DEMOGRAPHICS

The site has strong demographics as evidenced by the high average household income of almost \$84,000 within one mile of the site. According to Claritas, the population is forecast to increase by 7.77%, or 1,697 people over the next five

years. Household growth is forecast to also show strong growth, with an increase of 8.95% over the next five years. With the current apartment construction occurring in the area, these are likely to be conservative estimates.

	Fort Lauderdale	1-Mile	3-Mile	5-Mile
2013 Estimated Population	169,195	21,830	124,692	269,548
2018 Projected Population	176,018	23,527	129,682	280,124
2000 Census Population	170,697	17,893	124,640	265,671
Growth 2010-2013	2.21%	5.34%	2.20%	2.12%
Growth 2013-2018	4.03%	7.77%	4.00%	3.92%
2013 Estimated Households	76,871	10,861	56,400	114,619
Household Growth 2010-2013	2.75%	5.79%	2.90%	2.43%
Household Growth 2013-2018	4.79%	8.95%	4.97%	4.40%
2013 Est. Average Household Size	2.15	1.82	2.16	2.31
2013 Est. Average Household Income	\$71,365	\$83,956	\$69,739	\$62,627
Income \$75,000 and over	29%	34%	28%	25%
Income \$100,000 and over	20%	24%	18%	15%
Income \$150,000 and over	10%	12%	10%	7%
Average Housing Value	\$295,067	\$377,634	\$299,247	\$237,686



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The areas surrounding Las Olas marina offer many amenities. Cultural venues such as the Broward Center for Performing Arts offer world-renowned performances throughout the year. The downtown Las Olas corridor offers multiple shopping and dining venues. A selection of parks in the vicinity offer a respite from the downtown hustle. As Fort Lauderdale grows, the downtown area will blossom with more amenities for residents.

Fort Lauderdale is investing its future as evidenced by its current city projects. The new Broward County Courthouse, a \$270 million, 714,000 square foot facility

and an adjacent 1,000-car garage is currently under construction.. Integral to the continued prosperity of the downtown area are two exciting projects. All Aboard Florida's Fort Lauderdale station was announced and will help foster transportation between Miami and Orlando. This will help residents and tourist travel to the downtown areas of Miami, Fort Lauderdale, West Palm Beach, and Orlando. Fort Lauderdale will also install a 2.7 mile environmentally-friendly public streetcar system called The Wave that will provide for greater connectivity for residents throughout the downtown area.

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AREA OVERVIEW

THE WAVE STREETCAR

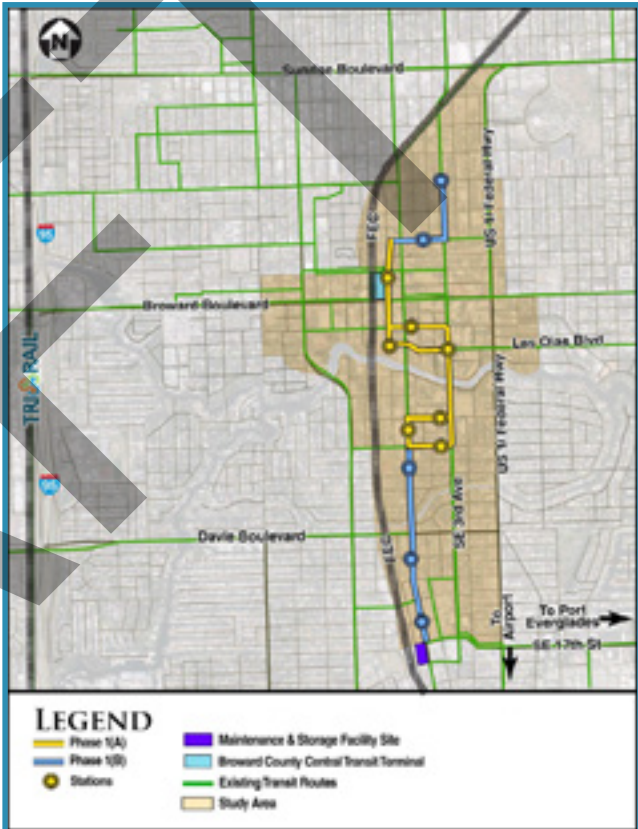


The Wave is an environmentally-friendly, 2.7-mile streetcar system planned for Downtown Fort Lauderdale. The project seeks to create a livable community by integrating land use, transportation and economic development while being environmentally sustainable. The \$143 million project is positioned to receive its last portion of funding by Congress in the fall of 2014. Once funding is confirmed, The Wave is forecast to be operational by 2017.

The Wave will be operated by Broward County Transit and will operate in mixed traffic along existing roadways and would utilize transit signal priority. Five modern streetcar vehicles will operate seven days a week, with trains running every 7.5 minutes during weekday peak and off-peak periods and every 15 minutes during weekday evenings and weekends.

The Wave Streetcar will connect major employment and primary activity centers in Fort Lauderdale and serve the areas of densest development including Flagler Village, the Downtown Core, South Side Neighborhood, and the Hospital District. Currently, there are two proposed routes with one taking the Streetcar directly in front of the site.

ROUTE MAP



The project will help connect the following points of interest:

1. Himmarshee Entertainment District
2. Riverfront
3. Flagler Village/Sistrunk
4. Broward County Transit Terminal (regional hub)
5. Historic District
6. Arts & Entertainment District
7. FAU/BCC/Nova Campuses
8. Main Library
9. Financial District/Las Olas
10. Government Complex
11. Judicial Complex
12. School Board Administration
13. South Andrews Business District
14. North Broward Hospital District
15. Publix @ SE 6th St
16. South Side School/Community Center

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ALL ABOARD FLORIDA

“All Aboard Florida is envisioned to transform the way people travel throughout the state, offering a faster, safer, and more enjoyable mode of transportation.” - Florida East Coast Industries



One of the most exciting projects within Florida is the new private railway project that will facilitate transportation through parts of the state. All Aboard Florida is a proposed passenger rail service from Miami to Orlando, with stops in Fort Lauderdale and West Palm Beach. The \$1.5 Billion private project is being spearheaded by Florida East Coast Industries (FEC), the company that began as Henry Flagler's railroad. Passenger railway service running from Miami to Orlando could reduce highway traffic congestion by approximately 3 million people annually, reducing emissions and the carbon footprint of every rail traveler who would otherwise be driving a car. With the impending growth of South Florida and the limitation of the roadways, the future of rail travel is a needed reality.

Tourism is Florida's number one industry and this rail system will link South Florida with Orlando. This will also allow local residents the ability to easily commute between the city centers. Currently, the announced stations include a downtown Miami station near the Government Center and the metrorail that will be part of a 3.5 million sq. ft. urban village. The Orlando station will be part of Orlando International Airport's new south terminal complex. This \$350 million complex will more than double the size of the existing terminal and serve as the intermodal center for All Aboard Florida. The West Palm Beach site is located one block south of Clematis Street, the historic main street of the city. The Fort Lauderdale location is located just north of Broward Boulevard near the current bus depot and half a mile from the development site.

FEC plans to offer hourly service and will keep the full trip from Miami to Orlando to three hours or less. In addition the new trains will have WiFi and gourmet meal service. The service already has the right to use the rails from Orlando to Cocoa Beach over the CSX railway. The largest section of the outstanding rail is from Cocoa to Orlando International Airport. The company has finalized their negotiations to lease right-of-way along the State Road 528 corridor. Construction started in 2014 with an expected full scale launch by end of 2016. With the project, Florida East Coast Industries will create 6,000 temporary construction jobs and an additional 1,000 permanent jobs. The initial segment of the project takes the rail service from South Florida to Orlando, but future plans include linking Tampa and Jacksonville.

KEY HIGHLIGHTS

- Launching in 2016
- Initial section from South Florida to Orlando
- 6,000 construction jobs
- 1,000 permanent jobs to operate the rail service
- 50 million travelers could benefit from rail service from South Florida to Orlando
- 3 million cars off the road
- Future expansion to Tampa and Orlando



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North View Corridor



East View Corridor

FORT LAUDERDALE

Fort Lauderdale is located in the epicenter of South Florida's mega-region of Miami-Dade, Broward, and Palm Beach counties. It is world-renowned as a highly desirable area to live and visit due to its white-sand beaches, clear turquoise waters, international acclaimed shopping, restaurants, and its beachside and golf resorts. The long-term outlook for Fort Lauderdale is bright thanks to the metro area's proximity to Miami, robust tourism, above-average population growth relative to the nation, and its growing prominence as a center for international trade.

ECONOMY

Fort Lauderdale has grown from a small suburb of Miami to a large regional employment center. In fact, there is more than 8.1 million square feet of office space in Fort Lauderdale, about one-third of all the space in Broward County. Furthermore, a number of national and international companies call Fort Lauderdale home. The City of Fort Lauderdale provides a unique environment for business with economic resources and a well-educated and talented workforce, all within a community known for its high quality of life. Fort Lauderdale is a rich blend of corporate and regional headquarters, small businesses, and innovative startup companies. There are

economic opportunities for all types of companies and businesses. Fort Lauderdale has a strong finance and professional/business services component in its economy. Fort Lauderdale's economy has improved since the Great Recession, and employment is projected to grow by an average of 1.8 percent over the next three years. Major corporate headquarters and offices from the likes of AutoNation, Seacor Holdings, Citrix Systems, Embraer, and BFC Financial Corp. lend stability as do education centers such as Nova Southeastern University.

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AREA OVERVIEW



South View Corridor



West View Corridor

COUNTY OVERVIEW

Broward County has a population of approximately 1.8 million people and is broken into eight submarkets according to CBRE Econometrics. According to the Bureau of Labor Statistics, through February, Broward added 24,800 jobs over the previous year. The unemployment rate in February 2013 remained unchanged from January at 5.4%. Broward's job growth is just behind Orlando and West Palm Beach in the hierarchy of Florida's large metro areas. Strong job growth has been seen in residential construction as building permits have quadrupled since 2011. Broward's neighbor, Miami-Dade continues to force spillover growth into the county with its international tourism and housing. Additionally, as Miami becomes a pricier tourist destination, Fort Lauderdale is poised to benefit as the more affordable alternative.

A bevy of construction projects and spillover growth from Miami will enable Broward County to outpace the nation in the near term. Proximity to Miami will also be an asset in the long term, as will robust tourism, above-average population gains and steadily increasing international trade.

ENTERTAINMENT

Las Olas Boulevard is the premier shopping, dining and entertainment district within Downtown Fort Lauderdale. It is located a short walk east of the development site. With an array of art galleries, boutiques, and dining options, the area is always bustling with activity. Major tenants include Cheesecake Factory, Sunglass Hut, Starbucks, Timpano Italian Chop House and Tommy Bahama. The Himmarshee Entertainment District is a short walk west of the site along SW 2nd Street (also known as Himmarshee Boulevard) and includes restaurants, bars and nightclubs.

The Galleria Mall is a 1.4 million square foot high-end mall that is anchored by Neiman Marcus, Macy's, and Dillards and features dining options such as The Capital Grille, Seasons 52, and Trulucks. Seminole Hard Rock Hotel and Casino includes a casino with 100 tables and 2,500 slot machines. The AAA Four-Diamond hotel recently underwent a \$7.8 million renovation of its 481 hotel rooms. The Hard Rock is popular for its restaurants and nightclubs and 5,500-seat indoor arena.

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EDUCATION

Fort Lauderdale has high quality public and private schools, and several colleges and universities. Broward County's public school grades are rated among the highest in the state with 78 percent of the schools rated "A" or "B." Fort Lauderdale is also home to numerous prestigious private schools such as St. Thomas Aquinas, Pine Crest and Westminster Academy. Higher education in the area is supported by colleges and universities, with four located within the South Florida Education Center, located in Davie. Within the downtown area, and walking distance to the site are campuses for Florida Atlantic University and Broward College.

SPORTS AND CULTURE

The museums and cultural centers in the county within walking distance include:

Broward Center for the Performing Arts includes three theaters, with the largest seating a total of 2,688 people. The Center provides public and private school programs, summer theater camps, partnerships with magnet schools and a teen ambassador program. The Broward Center has more than 700 events and 600,000 visits each year, and ranks as one of the top 10 visited theaters in the country.

Museum of Art-Fort Lauderdale is comprised of 21,000 square feet of space and includes museum space and a 256-seat auditorium that is used for lectures, plays, concerts and films. The Museum also has a Studio School located in a separate building which offers classes in painting, drawing and other disciplines taught by professional artists.

Museum of Discovery and Science is visited by more than 400,000 people every year and includes permanent exhibitions, labs and demos. A 300-seat IMAX theater is also located in the museum and is home to South Florida's largest movie theater screen.



Broward Center for the Performing Arts



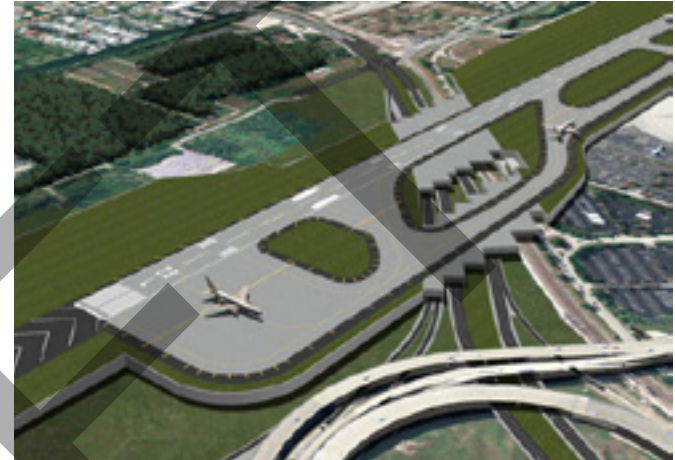
Museum of Art - Fort Lauderdale



Museum of Discovery

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AREA OVERVIEW



FORT LAUDERDALE AIRPORT

Fort Lauderdale-Hollywood International Airport is one of the fastest-growing airports in the US. It is ranked as the 21st busiest airport in the country and contributes \$2.7 billion to the local economy. Airport traffic has grown steadily from 6 million annual passengers (MAP) in 1980, to 16 million annual passengers in 2000, to more than 23 million passengers today. The projected Airport traffic for the year 2020 is 27.5 million annual passengers (a 20% increase).

The airport is in the midst of a \$2.3 billion capital improvement project. The most ambitious project involves a \$791 million plan to expand the current runway. This project is forecast to create more than 11,000 construction jobs. Also included is a six-year, \$450 million expansion of its international terminal, which is intended to help foster international traffic growth. There are also a collection of other projects that will help modernize and foster growth for the airport.

EXPANSION HIGHLIGHTS:

- A new expanded long-haul international terminal will be constructed, resulting in a large increase of international traffic. Additional capacity to the other terminals will increase gate capacity from a total of 66 to 97 gates.
- An expanded south runway opened September 2014. This expansion will reduce delays and increase capacity at FLL by about 50%
- Total project cost totals \$2.3 billion

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PORT EVERGLADES

Port Everglades is one of the busiest and most successful ports in the world. It is self-supporting and does not rely on local tax dollars for its operation and capital improvements. The Port's total economic impact is approximately \$15.3 billion and more than 160,000 jobs are impacted by the Port. Port Everglades is a top-tier cruise port that serviced almost 4 million passengers in 2013; these passengers represented a significant percentage of the weekend air travel into Fort Lauderdale Airport. It is also home to two of the largest cruise ships in the world. Its Master Vision

Plan is a 20 year plan that addresses increasing berth capacity and adding flexibility to handle more types and sizes of vessels. The Plan involves various components including adding vessel capacity, deepening and widening of the canals, and adding an Intermodal Container Transfer Facility that will bring more rail traffic to the Port, thus reducing truck emissions and congestion. The construction of these elements and the projected future employment forecast is expected to add over 140,000 jobs statewide.

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AREA OVERVIEW



MARINE INDUSTRY

Fort Lauderdale is home to a vibrant, growing, \$12-billion marine industry.

Recreational boating is a lifestyle enjoyed by many residents of Fort Lauderdale. The marine industry is one of the key cornerstones to the health of the city's economy – and has an even bigger annual economic impact than tourism. With over 300 miles of waterways, the Great Fort Lauderdale region is known as the Yachting Capital of the World. With over 825 marines businesses, marine commerce is the leading industry in Greater Fort Lauderdale and Broward County, accounting for more than 134,000 jobs and over \$12 billion in total economic impact. It is estimated that 20% of megayachts (80' and larger) in the world travel through South Florida each year, spending on average \$236,000 each at local boatyards. The region is the host of the Fort Lauderdale Boat Show, one of the largest boat shows in the world. The annual show brings together more than 1,800 boats and is known for its collection of megayachts with more than 200 on display. The annual show is so large that it encompasses six different venues and draws in over 100,000 people, with over 35% coming from out-of-town. The economic impact of the show is between \$400 and \$550 million, which is equivalent to the economic impact of the Super Bowl being in town each year.

TOURISM OVERVIEW

Tourism is Greater Fort Lauderdale's second largest industry, employing over 168,000. In 2014, a record 14.3 million people visited Greater Fort Lauderdale, with international visitors representing 24% of that total. These visitors spend over \$11.4 billion in the local economy. Once a major spring break destination Fort Lauderdale is now a stylish and sophisticated city. Over the years, Greater Fort Lauderdale has enjoyed more than its share of awards, honors and achievements. 2015 is forecast to have an even higher amount of visitors as compared to 2014. Additionally, the 600,000 square foot Broward Convention Center brings in over 350,000 people annually attending more than 120 events.



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GOLF

Lush links and loads of courses combined with easy accessibility, comparatively low green fees, unmatched settings and year-round play make Greater Fort Lauderdale a hole-in-one for golfers. More than 40 courses offer options for players of all skill levels and include exclusive private clubs, premier municipal facilities maintained to the highest standards, and resort courses designed by luminaries such as Joe Lee, Bruce Devlin, Robert von Hagge, Rees Jones, Raymond Floyd, Robert Trent Jones, and Tom and George Fazio.



BEACH

The City of Fort Lauderdale boasts more than seven miles of sparkling beaches that offer residents and visitors premier opportunities for recreation, relaxation and enjoyment. The City's award-winning wavewall and signature beachfront promenade highlight Fort Lauderdale's world famous coastline, which is punctuated by an array of shops, restaurants, sidewalk cafés and entertainment venues. Beachgoers can participate in a wide range of activities from boating, wind surfing, jet skiing and volleyball, to snorkeling, scuba diving, deep-sea fishing and roller blading.

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SECTION II DEVELOPMENT INFORMATION

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PURPOSE

The City of Fort Lauderdale, Florida (City) is internationally known as the Yachting Capital of the World. In effort to enhance its international yachting status the City is seeking to increase and expand accessibility for the Las Olas Marina for mega yachts and smaller vessels. The City is seeking proposals from qualified,

experienced and licensed firms (Proposers) to expand/upgrade, finance, build, operate and maintain the existing Las Olas Marina for the City's Parks and Recreation Department, Marine Facilities Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

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DEVELOPMENT INFORMATION



SUBMISSION DEADLINE

Proposers shall deliver sealed proposals during the City's normal business hours in a sealed envelope and addressed to the **City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall)** no later than **2:00 pm** on _____, 2015 at which time and place the proposals will be publicly opened and the names of the submitting firms will be read. **All questions must be received by no later than 2:00 pm on _____, 2015.** After the deadline, proposals will not be accepted. Proposers are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 am through 5:00 pm excluding holidays observed by the City.

PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a pre-proposal conference and site visit scheduled for this RFP. It is strongly suggested that all Proposer's attend the pre-proposal conference and site visit.

Attendance is not mandatory, tours at other times may be scheduled in advance. It is the sole responsibility of the Proposer to become familiar with the scope of the City's requirements and systems prior to submitting a proposal.

It is the sole responsibility of the Proposer to attend the pre-proposal meeting and site visit in order to inspect the Las Olas Marina and support facility building prior to submitting a proposal. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

PRE-PROPOSAL CONFERENCE

_____, 2015 at 10:00 am
City of Fort Lauderdale Parks & Recreation Administration
1350 W. Broward Boulevard
Fort Lauderdale, FL 33312

SITE VISIT

_____, 2015 immediately following the Pre-Proposal Meeting
Las Olas Marina
240 E. Las Olas Circle
Fort Lauderdale, FL 33316

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BIDSYNC

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to using addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Offerors are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for an Offeror's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.

CBRE

CBRE is a marketing and brokerage agent for the City of Fort Lauderdale. The services of CBRE have been retained by the City of Fort Lauderdale for pre-marketing of certain properties in advance of the City offering such properties for sale or lease pursuant to City Charter. CBRE does not have the authority to negotiate the final terms of a lease or sale of any property. Final authority to negotiate and agree to the terms and conditions of a sale or lease of property is vested exclusively in the City of Fort Lauderdale. Procedurally such authority must be exercised in strict accordance with the Charter provisions for the City of Fort Lauderdale. The City of Fort Lauderdale will be entertaining recommendations from CBRE relative to proposed terms and conditions.

POINT OF CONTACT

For information concerning [procedures for responding to this solicitation](#), contact Jason Spalding:

Jason Spalding
CBRE Marina Services
Phone: (954) (954) 331-1719
Email: Jason.spalding@cbre.com

Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question and answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to _____, 2015 at 10:00 am. Material changes, if any, to the scope of services or bidding procedures will only be

transmitted by written addendum. (See addendum section of BidSync Site).

Proposer's please note: Proposals shall be submitted as stated in [Section VI – Submittal Requirements](#) of the RFP. No part of your proposal can be submitted via fax. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.



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SECTION III SPECIAL TERMS AND CONDITIONS

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GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 02/15 (GC) are included and made a part of this RFP, as Appendix A.

ADDENDA, CHANGES, AND INTERPRETATIONS

It is the sole responsibility of each Proposer utilizing the question / answer feature provided by BIDS SYNC and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to _____, 2015 at 10:00 am. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BIDS NYC and shall be

for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BIDS SYNC as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, CBRE or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of Proposers to read and comprehend all addenda issued.

— LAS OLAS — MARINA

SPECIAL TERMS AND CONDITIONS

CHANGES AND ALTERATIONS

Proposer may change or withdraw a proposal at any time prior to proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

PROPOSER'S COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

MISTAKES

Proposers shall examine this RFP carefully. The submission of a proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Proposer from liability and obligations under any Agreement / Contract / Lease with the City.

ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

- The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of any Agreement / Contract / Lease or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to cancel this solicitation and reissue RFP.

- The City reserves the right to disqualify any Proposer during any phase of the competitive solicitation process and terminate for cause any resulting Agreement / Contract / Lease upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.
- The proposals submitted are exclusively for this RFP XXX–XXX. Proposer agrees and understands that any Agreement / Contract / Lease shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another Proposer and/or outside provider at the City's sole option.

RESPONSIVENESS

In order to be considered responsive to the solicitation, any proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

RESPONSIBILITY

In order to be considered as a responsible Proposer, Proposers shall be fully capable to meet all of the requirements of the solicitation and any subsequent Agreement / Contract / Lease, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

— LAS OLAS — MARINA

OFFERING MEMORANDUM



— LAS OLAS — MARINA

SPECIAL TERMS AND CONDITIONS

PROPOSER QUALIFICATIONS

Proposers shall be in the business of marina operations management, marina design, and marina construction and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded any Agreement / Contract / Lease. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one public entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- Proposers and/or their respective principals shall have at least five (5) years of third party management services for operations similar to the Las Olas Marina. Any Proposed subcontractor assigned to work must have a minimum of five (5) years experience in marine design and construction, including supporting facilities, on a minimum of three (3) prior occasions. Verification shall be deemed as necessary by the City.
- Before awarding any Agreement / Contract / Lease, the City reserves the right to require that a Proposer submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including past performance of same with the City or other entities in making the award in the best interest of the City.

For the marina operations scope of services, reference [Section V – Technical Specifications / Scope of Services \(Marina Operations\)](#):

- Proposers shall submit references from at least three (3) entities, preferably but not necessarily government agencies, for which they have successfully performed services of the type identified in the scope of this RFP. References must be documented on form provided in [Attachment A – REFERENCES \(MARINA OPERATIONS\)](#) of the RFP.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities.

- Proposers shall demonstrate successful marina management for at least three (3) prior or current management contracts comparable in scope to the work identified in the RFP.
- Proposers shall complete and submit the template provided in [Attachment B - HISTORICAL MARINA MANAGEMENT CONTRACTS](#) of the RFP. The completed document shall, at a minimum, provide the following information:
 - A. Name and location of the marina
 - B. Size of the facility, number of slips, and an explanation of amenities
 - C. Marina owner's representative name, phone number and email address
 - D. Description of services provides
 - E. Annual Management Fee and Methodology of How Calculated
 - F. Contract Period
 - G. Three most recent years of Operation Budgets
 - H. Operation Financial Results
- For the marina development scope of services, reference [Section VI – Technical Specifications / Scope of Services \(Marina Development\)](#):
 - » Proposers shall submit references from at least three (3) entities, preferably government agencies, for which they have successfully performed services of the type identified in the scope of this RFP. References must be documented on form provided in [Attachment C – REFERENCES \(MARINA DEVELOPMENT\)](#) of the RFP.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities.
 - » Proposers shall demonstrate a successful history of marina construction and development for at least three (3) prior marinas comparable in scope to the work identified in the RFP.
 - » Proposers shall complete the template provided in [Attachment D - HISTORICAL MARINA DEVELOPMENT PROJECTS](#) of the RFP.

— LAS OLAS — MARINA

OFFERING MEMORANDUM

The completed document shall, at a minimum, provide the following information:

- A. Name and location of the marina
 - B. Size of the facility, number of slips, and an explanation of amenities
 - C. Marina owner's representative name, phone number and email address
 - D. Description of services provides
 - E. Total cost of construction and development (hard costs and soft costs)
 - F. Construction time frame (start date / end date)
 - G. Any schedule delays or unexpected issues
- Proposer, including all of the Proposer's principals and subcontractors, shall have no record of judgments, pending lawsuits against the City or criminal

activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

- Neither Proposer, including all of the Proposer's principals and subcontractors, nor any associated officers and/or stockholders, shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- Proposer and those performing the work must be appropriately licensed and registered in the State of Florida.



— LAS OLAS — MARINA

SPECIAL TERMS AND CONDITIONS



LOBBYING ACTIVITIES

Any Proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

PROTEST PROCEDURE

- Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the city's procurement ordinance or any applicable law may protest to the Director of Procurement Services Division, by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the City's web site at the following link: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm.
- The complete protest ordinance may be found on the City's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>.

— LAS OLAS — MARINA

OFFERING MEMORANDUM

PUBLIC ENTITY CRIMES

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

SUBCONTRACTORS

- If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any Agreement / Contract / Lease award. The City reserves the right

to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets City approval.

- Proposer shall ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of any Agreement / Contract / Lease. Proposer shall be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer shall defend, at Proposer's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Proposer's subcontractors for payment for work performed for the City.
- Proposer shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.



— LAS OLAS — MARINA

SPECIAL TERMS AND CONDITIONS

PROPOSAL SECURITY

- A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of \$100,000. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the Unsuccessful Proposers as soon as practicable after opening of proposals. Proposal security will be returned to the Successful Proposers after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.
- Failure of the Successful Proposer to execute any Agreement / Contract / Lease, provide a Performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

PAYMENT AND PERFORMANCE BOND

- The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of any Agreement / Contract / Lease. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.
- The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.
- Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Proposer to the City in the event of a material breach of this Agreement by the Proposer.



— LAS OLAS — MARINA

OFFERING MEMORANDUM

INSURANCE REQUIREMENTS

- The Proposer shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This **MUST** be written in the description section of the insurance certificate. Any costs for adding the City as “additional insured” will be at the Proposer’s expense.
- The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Proposer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.
- The Proposer’s insurance must be provided by an A.M. Best’s “A-” rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the Proposer that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE

Limits: Workers’ Compensation – Per Florida Statute 440
Employers’ Liability - \$500,000

Any Proposer, or Proposer’s subcontractor, performing work on behalf of the City of Fort Lauderdale must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute.

COMMERCIAL GENERAL LIABILITY INSURANCE

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$5,000,000.

This coverage must include, but not limited to:

- A. Coverage for the liability assumed by the Proposer under the indemnity provision of the contract.
- B. Coverage for Premises/Operations
- C. Products/Completed Operations
- D. Broad Form Contractual Liability
- E. Independent Contractors

MARINA OPERATORS LEGAL LIABILITY (MOLL) INSURANCE

Limits: \$1,000,000 per occurrence

AUTOMOBILE LIABILITY INSURANCE

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury – \$250,000 each person, \$500,000 each occurrence
Property Damage – \$100,000 each occurrence

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

CONSULTANTS

Limits: \$2,000,000 per occurrence

- A copy of **ANY** current Certificate of Insurance must be included with the proposal.
- The Successful Proposer will be required to provide a certificate naming the City as an “additional insured” for General Liability. Certificate Holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

— LAS OLAS — MARINA

SPECIAL TERMS AND CONDITIONS



AWARD OF CONTRACT

An Agreement / Contract / Lease may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, any Agreement / Contract / Lease with the Proposer that is determined to be in the City's best interests.

UNAUTHORIZED WORK

The Successful Proposer shall not begin work until a Agreement / Contract / Lease has been awarded by the City Commission and a notice to proceed has been issued.

— LAS OLAS — MARINA

OFFERING MEMORANDUM



CONTRACT PERIOD

The City anticipates a contract term of up to a maximum of 50 year(s) subject to the renewal of the submerged land lease.

CONTRACT COORDINATOR

The City will designate a Contract Coordinator whose principal duties shall be:

- Liaison with Successful Proposer.
- Coordinate and approve all work under any Agreement / Contract / Lease.
- Resolve any disputes.
- Assure consistency and quality of Successful Proposer's performance.
- Schedule Successful Proposer performance evaluations & document findings.
- Review and approve for payment all invoices for work performed or items delivered.
- Document Performance

— LAS OLAS — MARINA

SPECIAL TERMS AND CONDITIONS



SUBSTITUTION OF PERSONNEL

In the event the Successful Proposer wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary.

CONDITION OF EQUIPMENT AND STRUCTURES

It shall be the sole responsibility of the Successful Proposer to inspect all equipment and structures or to assure himself of their condition. No variation in trade in credit shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence, by the City, that the Successful Proposer has familiarized himself with the condition of all equipment and structures.

The City understands that the condition of the equipment and structures may change prior to the Successful Proposer's engagement. No warranty or guarantee of the condition of any piece of equipment or structure is offered or implied. The Successful

Proposer agrees to take the equipment and structures in the as-is condition once engaged by the City. The only commitment the City makes is to continue the same maintenance service, operational standards, or storage conditions (whichever is applicable) from the time the RFP solicitation is issued until the Successful Proposer is engaged.

— LAS OLAS — MARINA

OFFERING MEMORANDUM



— LAS OLAS — MARINA

SECTION IV MARINA LOCATION & BACKGROUND INFORMATION

— LAS OLAS — MARINA

OFFERING MEMORANDUM

BACKGROUND

The City of Fort Lauderdale, Florida (City) is internationally known as the Yachting Capital of the World. In effort to enhance its international yachting status, the City is seeking to increase and expand accessibility for the Las Olas Marina for mega yachts and smaller vessels. The City is seeking proposals from qualified, experienced and licensed firms (Proposers) to finance, build, permit and dredge, operate and maintain the Las Olas Marina for the City's Parks and Recreation Department, Marine Facilities Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

— LAS OLAS — MARINA

MARINA LOCATION & BACKGROUND INFORMATION

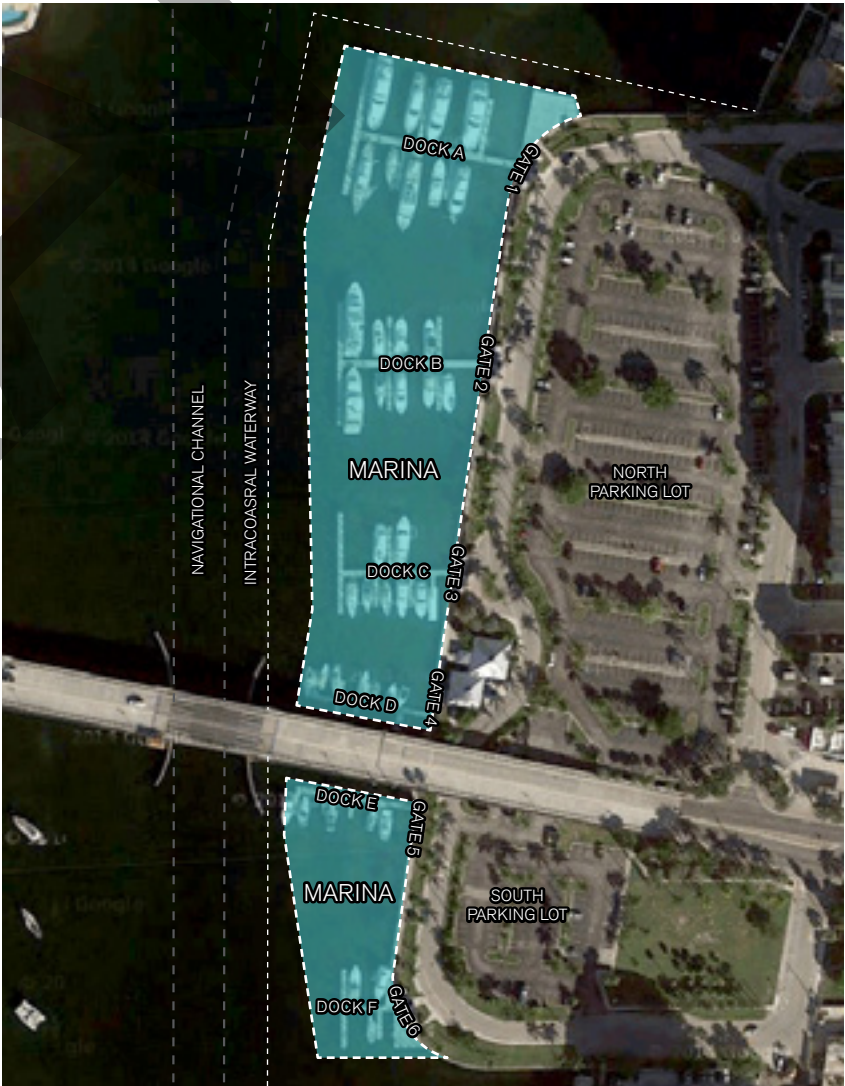
EXISTING MARINA

The Las Olas Marina is located at 240 E. Las Olas Circle and has 60 slips, with 3,430 linear feet of docks which can currently accommodate vessels up to 170' in length. The marina contains 6 docks total, commonly known as Dock A through Dock F, from north to south. Each of the docks has a corresponding security gate, numbered as Gate 1 through Gate 6, from north to south. The docks north of Las Olas Boulevard, from north to south, consist of 3 fixed concrete docks (Docks A – C, Gates 1 -3) and 1 floating concrete dock (Dock D, Gate 4). The docks south of Las Olas Boulevard, from north to south, consist of 1 floating concrete dock (Dock E, Gate 5) and 1 fixed concrete dock (Dock F, Gate 6).

There is a 4,313 sf waterfront, support facility building which contains the marina office, police substation, meeting room, laundry facilities, restrooms and showers. The existing support facility building may eventually be demolished and relocated into the first floor of a proposed parking garage.

(See Potential Future Development & Expansion – Page 46).

MARINA OVERVIEW	
Submerged Area	193,772 sf (4.45 AC)
Number of Slips	60
Year Constructed	1998
Material	Fixed docks are concrete Floating docks are floating concrete Dolphin/spring piling CCA
Pedestals	Marina Power - 1998
Utilities	Water, electric, telephone jacks
Electrical	30amp 110v 50amp 250v 100amp 250v Single Phase 100amp 208v three phase 100amp 480v three phase 200amp 480v three phase
Pumpout	Vacuum sewage pumpout
TV	Cable TV / HBO
Internet	WI-FI
Transportation	Sun Trolley (Las Olas Blvd) & onsite water taxi stop
Parking	67 reserved / marina permit only spaces
Known Issues	Some cracks & chipped areas on main & finger piers Sheet piling on seawall showing heavy rust Floating dock guide frames show heavy rust Support facility building roof is rusted



— LAS OLAS — MARINA

OFFERING MEMORANDUM

SUPPORT FACILITY BUILDING (MAIN ROOMS ONLY)

Room	Estimated Size	Area (sf)
Office	40' x 20'	800 sf
Meeting Room	17' x 17'	289 sf
Storage Room	16' x 16'	256 sf
Laundry Room	15' x 20'	300 sf
Employee Bathrooms	Two - 5' x 13'	130 sf
Boater Bathrooms	Two - 15' x 15'	800 sf



SLIP BREAKDOWN

Number of Slips	Slip Length	Linear Feet	Alternate
16	35'	560	
2	40'	80	T-head of 100'
10	45'	450	
21	70'	1,470	
5	90'	450	
2	60'	120	T-head of 125'
2	70'	140	T-Head of 150'
2	80'	160	T-Head of 170'
60 slips total		3,430 lf total	

Current slip rates vary per season with summer rates being applied from June through September, and winter rates being applied from October through May. The current slip rate and utilities fee schedule are attached as [Exhibit 1](#).

In 2014, the marina generated \$1.95 million in total revenues with an average occupancy of 65%. The net revenue generated after expenses was \$1.47 million. In

Fiscal Year 2014 (October 2013 – September 2014), the peak occupancies ranged from 78% - 86% (December through February) and low occupancies ranged from 50% - 51% (October 2013 and August through September 2014). The historical three year occupancies, as well as the historical three year profit and loss (P&L) overview, are attached respectively as [Exhibit 2](#) and [Exhibit 3](#).

— LAS OLAS —
MARINA

MARINA LOCATION & BACKGROUND INFORMATION

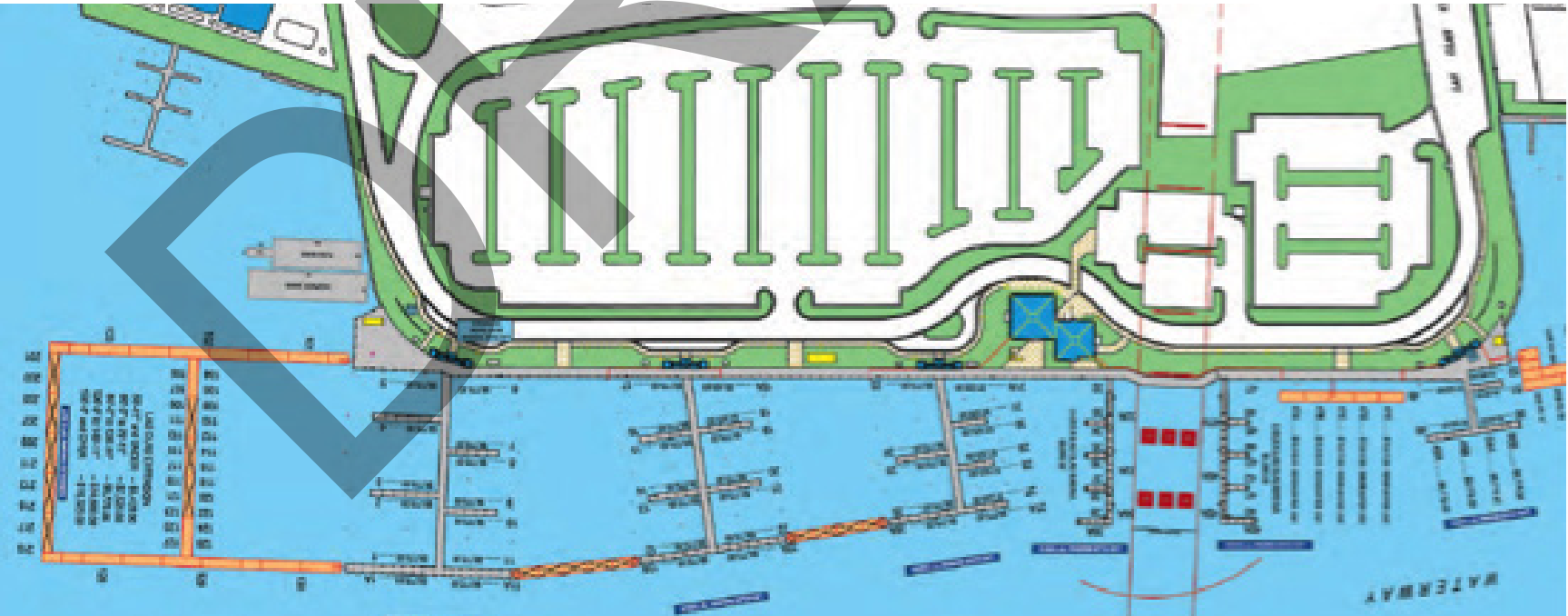
FORT LAUDERDALE INTERNATIONAL BOAT SHOW

The Fort Lauderdale International Boat Show (Boat Show), owned by Marine Industries Association of South Florida, has long known as the world's largest show based upon vessels in the water, is held annually in late October / early November. Show Management leases 100% of the Las Olas Marina before, during and after the show, and as a result, the Las Olas Marina has become an integral part of the Boat Show's planning, construction and operation..

During the 2014 Boat Show, more than 1,000 exhibitors displayed nearly 1,500 boats and other marine products across more than 3 million sf of exhibit space within a record seven locations in Fort Lauderdale. The 56th annual show will be held from November 5th, 2015 through November 9th, 2015.

The current special event sovereignty submerged lands leases is attached as [Exhibit 4](#). All proposals must take into consideration and accommodate the Boat Show in a tenable long-term financial agreement (25 years) with options to renew.

LEASE	NUMBER	EFFECTIVE DATE	EXPIRATION DATE
TIIF - SUBMERGED LANDS LEASE	060028656	10/8/13	10/8/18



LAS OLAS MARINA

OFFERING MEMORANDUM

HISTORY – GRANTS & LEASES

With grant funding assistance from the Broward Boating Improvement Program / Florida Boating Improvement Program (BBIP / FBIP) and the Florida Inland Navigation District (F.I.N.D.), the Las Olas Marina was expanded in 1998. The five grant agreements have a 25 year life, with staggered expiration dates. The agreements are attached as [Exhibits 5 – 9](#).

The Successful Proposer has the option to repay any or all existing grants received by the City in lieu of performing the grant requirements. In the event proposer does not desire to perform the grant requirements, proposer shall outline in their cost schedule the grant refunds.

The City leases 193,772 sf (4.45 AC) of submerged sovereign land from the State of Florida, which is comprised of 154,159 sf (3.54 AC) on the north side of Las Olas

Boulevard and 39,613 sf (0.91 AC) on the south side of Las Olas Boulevard. The current 25 year submerged land lease expires in February of 2021.

The State has advised that the City may renegotiate a new lease with the same term at any time. Presently, the City is investigating the necessary steps to extend this lease.

Within the terms of the lease there are restrictions on both occupancy and permitted uses. Additionally, in 1958 the upland area was gifted to the City fee simple with the condition that the land can be used for public and municipal purposes and cannot be sold or leased for private purposes. The City is currently in discussions with the State to renegotiate lease terms, occupancy and permitted use restrictions.

			PRE-CONSTRUCTION	UPON COMPLETION
GRANT AGREEMENT	PROJECT NUMBER	MAX FUNDS	ORIGINAL AGREEMENT DATE	DEDICATED FOR PUBLIC USE
FBIP TRI-PARTY (DEP / COUNTY / CITY)	B9611 / DEP C7510	\$1,215,000	3/20/92	25 Years
F.I.N.D.	BR-FL-90-10	\$80,000	1/25/91	25 Years
F.I.N.D.	BR-FL-91-13	\$94,000	10/1/91	25 Years
F.I.N.D.	BR-FL-94-25	\$200,000	12/12/94	25 Years
F.I.N.D.	BR-FL-94-25	\$375,000	10/1/95	25 Years

The restrictions for the submerged land lease and the deed restrictions for the upland area are further described in [Exhibits 10 - 12](#).

LEASE / DEED	NUMBER	EFFECTIVE DATE	EXPIRATION DATE
TIIF - SUBMERGED LANDS LEASE	060232076	2/13/96	2/13/21
TIIF DEED	21846	7/17/58	N/A
TIIF RELEASE	90047196	10/24/89	N/A

— LAS OLAS — MARINA

MARINA LOCATION & BACKGROUND INFORMATION

POTENTIAL FUTURE DEVELOPMENT & EXPANSION

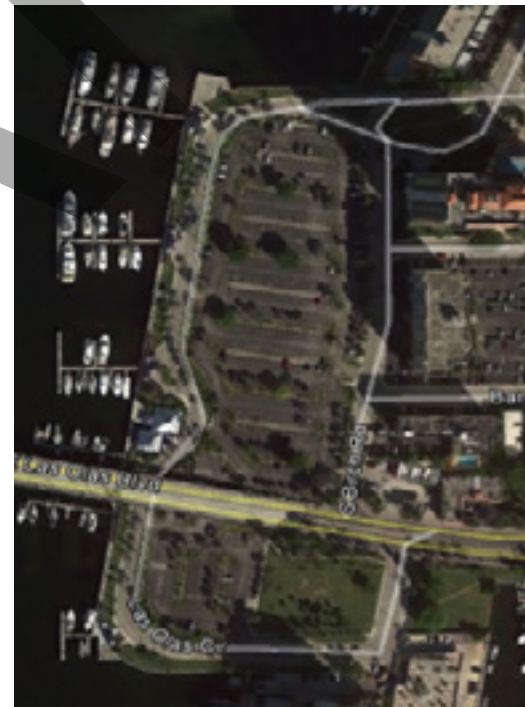
The City has contracted with EDSA, Inc., and will fund a proposed 408-440 space, four story parking garage on the uplands area, immediately north of the Las Olas Bridge, together with an Intracoastal promenade immediately landward of the bulkhead. The parking garage would replace the existing surface parking within the Las Olas Intracoastal Municipal Parking Lot. The proposed location of the parking garage and street level cross sections are attached as [Exhibit 13](#). The ground floor of the proposed parking garage will be designed to house the marina facility operations, however alternative ancillary marine support facilities outside of the garage footprint may be considered. Ancillary uses shall include but are not limited to: marina operations, marina ship store, dock masters office and reception area. Marina users will be able to park in the garage under permit or pay for space system.

In addition, the Florida Inland Navigation District (F.I.N.D.) intends to dredge the Intracoastal Waterway (ICW) from Port Everglades to one mile north of the Las Olas Marina. It is preliminarily estimated that the dredging will allow for a 15' controlling depth, with a 2' over dredge. The City has been working with F.I.N.D. to permit and dredge the marina basin and access to the Las Olas Marina from the ICW. Previous benthic surveys indicate the presence of seagrass within the footprint of the marina basin and access area. The City has completed an environmental permitting feasibility study with Miller Legg which explains past City permitting efforts, present status, and future steps needed to obtain dredging permits. The environmental permitting feasibility study is attached as [Exhibit 14](#).

The City's has also considered the potential expansion of the marina footprint into the existing uplands area on the north side of Las Olas Boulevard. This uplands area is currently a surface parking lot, the northwestern portion of the Las Olas Intracoastal Municipal Parking Lot. By dredging and mitigating for potential seagrass impacts, future expansion of the marina would no longer be constrained by dock configurations or geometry. Dredging of the marina access and basin, including design permitting and construction will be the responsibility of the Successful Proposer.

Historically, there have been several marina expansion designs proposed in this area, none of which represent nor imply any design direction from the City. Prior conceptual plans have proposed to increase the vessel dockage from the current 3,430 lf, with layout configurations that could accommodate larger mega yachts. The City anticipates that potential future expansion of the marina will include a designed layout that will meet and/or exceed their criteria:

1. Expanding linear footage of the docks
2. Increasing depth of marina basin to accommodate mega yachts
3. Transition the facility to become a world-class, innovative marina



EXISTING MARINA



CBRE

CAM 15-0790
EX 1
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— LAS OLAS — MARINA

SECTION V

TECHNICAL SPECIFICATIONS/ SCOPE OF SERVICES (MARINA OPERATIONS)

— LAS OLAS — MARINA

OFFERING MEMORANDUM



MARINA OPERATIONS

The Successful Proposer will operate the Las Olas Marina, the marina grounds, and its related facilities (Marina) in a manner in accordance with the highest standards of professionalism achievable and consistent with the expressed plan, instructions and/or policies of the City of Fort Lauderdale.

— LAS OLAS — MARINA

TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES (MARINA OPERATIONS)

The City has established the following scope of services to be provided by the Successful Proposer. The City reserves the right to revise the scope of services prior to the execution of a contract to reflect changes arising out of the qualification and proposal processes, incorporate any additional requirements adopted after the publication of this RFP, and incorporate any other changes it deems necessary.

The Successful Proposer shall comply with all directions, rules and procedures prescribed by the City and all present and future laws, ordinances, orders, directives, codes, rules and regulations of the federal, state and local governmental agencies which may be applicable to the project.

The Successful Proposer will assume overall responsibility and cost for the day-to-day operation of the Marina and any related equipment and concessions, to the satisfaction of the City, including, but not limited to, the following:

- A. Operate, supervise, manage, and maintain the Marina on a daily basis.
- B. Hire, train and supervise marina staff. These individuals will be employees of the Successful Proposer.
- C. Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.
- D. Maintain experienced staff and management for marina operations.
- E. Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services which are reasonably necessary for the Marina's facilities.
- F. Collect and manage all payments for services and related deposits.
- G. Administer slip assignments.
- H. Administer evictions and remove abandoned vessels.
- I. Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.
- J. Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.
- K. Take appropriate measures to identify potential emergency situations and develop a plan of action for responding to the same. This requirement relates to potential medical, fire, and other emergency situations that threaten the health, safety and welfare of persons.
- L. Administer a customer service program for the Marina.
- M. Prepare and implement advertising, promotional activities, and marketing plans.
- N. Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.
- O. Operate the marina facility in a manner to maximize occupancy and revenues for the Marina.
- P. Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.
- Q. Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance and environmental Best Management Practices (BMPs).
- R. Shall participate in Florida Department of Environmental Protection's Clean Marina Program.
- S. Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities.
- T. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.
- U. Use diligent efforts to cause all users of the Marina's facilities to adhere to posted marina rules; strictly enforce such rules; and, comply with such rules.
- V. Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.

— LAS OLAS — MARINA

OFFERING MEMORANDUM

- W. Work in cooperation with any City designated representatives, upland management companies, and contractors to ensure the Marina's smooth operations
- X. Work with the City's Finance Department, as required, to develop and manage financial operations and financial reporting.
- Y. Implement the Marina's approved budget.
- Z. Attend all required meetings as requested by the City's Supervisor of Marine Facilities.
- AA. Maintain the "first come first serve nature of the marina" as per the existing submerged land lease.

HOURS OF OPERATION & STAFFING

The Las Olas Marina is open year round. The hours of operation shall at a minimum be the current hours, which are 8:00 a.m. to 5:00 p.m. daily . A manager shall be on site during hours of operation. When the manager is absent, the operation shall be under direction of a substitute staff member capable of managing operations. There shall be an after-hours contact person available by phone, and the phone number shall be posted on site. The Successful Proposer must take into consideration and accommodate the Boat Show.

GENERAL REPAIRS & MAINTENANCE

The Successful Proposer shall keep the property in good order and shall make or manage all repairs which are the obligations of the City to slip-holders including, but not limited to, interior and exterior cleaning, landscaping, painting, decorating, carpentry, and other normal maintenance and repair work. Marina maintenance costs are currently paid out of the City of Fort Lauderdale's general fund. Once a Successful Proposer is engaged, these funds will no longer be available. The Successful Proposer will be required to contribute \$150,000 annually into a Capital Improvement Reserve Account that will be used towards annual and future maintenance and repairs costs.

All dock areas shall be inspected weekly and maintained in a safe condition. All utilities serving the docks and slips shall be inspected weekly and maintained. The contractor will arrange for and document an annual inspection of marina electrical systems by a licensed electrician.

REPORTS ON OPERATIONS

The Successful Proposer shall submit monthly reports to the City which at a minimum should include the following:

- A. Profit and Loss Statement
- B. Financial variance report against budget — monthly / year to date and year to date / prior year to date
- C. Slip occupancy, historical comparison
- D. Traffic volume, historical comparison
- E. Marketing promotions
- F. Annual marketing plan goals and measurement of results
- G. Non-routine expenses
- H. Capital improvements completed
- I. Recommended capital improvements
- J. Insurance claims
- K. Litigation
- L. Maintenance expense log
- M. Safety and environmental incidents



— LAS OLAS — MARINA

TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES (MARINA OPERATIONS)

ANNUAL FINANCIAL REVIEW

An independent review of the marina financial records is required. The Successful Proposer shall cooperate with the City Auditor and any auditing firm hired by the City for same.

MARKETING & CUSTOMER SATISFACTION

The Successful Proposer shall proactively and creatively market the boating opportunities at the Marina.

The Successful Proposer is to prepare implement and submit to the City a marketing plan for the Marina. The Successful Proposer shall develop printed material that describes the services and facilities available at the Marina.

Organizing and promoting events to increase revenues is the responsibility of the Successful Proposer.

The Successful Proposer shall work jointly with the City and its marketing consultant, as needed, to develop and implement marketing strategies that promote the Marina and its facilities to the financial benefit of the contractor.

The Successful Proposer will maintain a current database of customer contact information, including email addresses.

The Successful Proposer will develop and issue customer satisfaction surveys to gauge marina performance and to assist in improving marina operations. The contents of customer satisfaction surveys are subject to City review and approval prior to issuance. The customer satisfaction survey results will be provided to the City quarterly. The customer contact information shall be provided to the City, and shall be property of the City.

SAFETY & SECURITY

The Successful Proposer shall take appropriate measures to identify potential emergency situations and develop a plan of action for responding to the same. This requirement relates to potential medical, fire and other emergency situations that threaten the health, safety and welfare of persons, as well as Marina property. All employees are required to be tested annually to demonstrate their proficiency in handling such situations. Contractor is to provide an annual written safety and security plan for all operating facilities for the review and approval of the City.

The Successful Proposer shall be responsible for providing security detail for Marina grounds

RESTROOMS

Maintenance and cleaning of restrooms shall be the responsibility of the Successful Proposer.

INSPECTION

Marina facilities are to be open to inspection by City representatives during operating hours and at other times upon reasonable notice.

QUALITY ASSURANCE

The Successful Proposer shall include procedures to measure employee performance, customer satisfaction and level of performance of contract requirements. A survey of seasonal and transient customers shall be done at least quarterly.



— LAS OLAS — MARINA

OFFERING MEMORANDUM

EVALUATION PROCEDURE

A method of evaluating the Successful Proposer's performance will be developed by the City in coordination with the Successful Proposer, which specifies goals and measurable objectives.

CUSTOMER SERVICE & OPERATION STANDARDS

The Successful Proposer will operate the facility in an exceptional, orderly, safe, clean, sanitary, and visually attractive condition, so as to provide highest quality facilities and services to marina customers and to maximize the earning of the property and its valuable capital investments.

COUNTY, STATE & FEDERAL STATUE LAW COMPLIANCE

The Successful Proposer will ensure that the facility is in compliance with all federal, state and local laws and regulations regarding the operation and management of the property.

ENVIRONMENTAL RESPONSIBILITY

The Successful Proposer shall take positive action to minimize negative effects on the natural environment. This shall include having a written procedures manual for responding to environmental incidents (spills, leaks, clean-ups and disposal).

EMERGENCY RESPONSE & PREPAREDNESS PLAN

The Successful Proposer shall take appropriate measures to identify potential emergency situations and develop a plan of action for responding to the same. This requirement relates to potential medical, fire, and other emergency situations that threaten the health, safety and welfare of persons. In addition, the Successful proposer shall implement the Marina's mandatory Hurricane Plan. The Hurricane Plan shall be submitted annually to the City and comply with Section 327.59, Florida Statutes.

EXTERIOR SIGNAGE

Changes to exterior signage must meet applicable codes and ordinances, and must be approved by the City prior to application for building permit, and prior to installation

SPECIAL EVENTS COOPERATION

The Successful Proposer shall cooperate and coordinate with City regarding any activities and special events, including, but not limited to, the Fort Lauderdale



PROVIDE POLICY & PROCEDURE RECOMMENDATIONS

The Successful Proposer may identify policies and procedures which could be improved and may notify City regarding suggestions for improvement. The Successful Proposer may identify policies and procedures which could be improved and may notify City regarding suggestions for improvement.

LAS OLAS MARINA

TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES (MARINA OPERATIONS)

EXISTING CITY EMPLOYEES

In accordance with collective bargaining agreements the City has entered into, the Successful Proposer may be required to give first consideration for work to City employees who have been laid off as a result of a contract/agreement/lease resulting from this solicitation.

STAFF OF CONTRACTOR

- Successful Proposer shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Successful Proposer may hire the types and number of marina personnel as the Successful Proposer, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions of the approved Budget. The Successful Proposer shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. The Successful Proposer shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits).
- Throughout the term of the contract, the Successful Proposer shall employ a qualified full-time, onsite manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein.

The on-site Marina Manager shall be part of the marina personnel, and the marina budget shall include the costs of the on-site Marina Manager. The cost of Successful Proposer personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Successful Proposer and/or other marinas managed by Successful Proposer, will be covered by an administration fee to be negotiated by the Successful Proposer and the City. These persons include Successful Proposer personnel responsible for:

- i. The direct supervision of on-site personnel;
 - ii. Training of on-site and supervisory managers;
 - iii. The coordination and supervision of routine repairs and maintenance at the Marina;
 - iv. Supervision of the procedures relating to eviction of delinquent tenants and sale of delinquent tenants' property;
 - v. Overseeing inventory and supplies of the type used by the Marina;
 - vi. Marketing;
 - vii. Administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and
 - viii. Accounting and other services relating to the operation and administration of the Marina.
- The City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Successful Proposer, some of whom may:
 - i. Be affiliates of the Successful Proposer and
 - ii. Compete with City.
 - The Successful Proposer shall not be separately reimbursed for the time of its executive officers devoted to City's affairs, or for the other overhead expenses of Successful Proposer.
 - A manager shall be onsite during the hours of operation. When the manager is absent, the operation shall be directed by an employee, experienced and trained in Marina operations, working with mega yachts and at least 21 years of age.

The Successful Proposer shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this scope of services and the contact phone number shall be posted by the entrance to the Marina office, the shower facility and laundry.

— LAS OLAS — MARINA

OFFERING MEMORANDUM

- The Successful Proposer must have a drug and alcohol policy consistent with City policies. No person working at the Marina shall have ever been convicted of any offense involving moral turpitude or a violent felony.
- The Successful Proposer shall provide each employee with an employee policies handbook. If the City has reasonable evidence to believe that any employee of the Successful Proposer is incompetent, disorderly or otherwise has performed his/her duties in an objectionable manner, the City will provide the Successful Proposer with a written report and expect the Successful Proposer to fully investigate the allegation and take the appropriate action.
- Upon award of any Agreement / Contract / Lease, a City designee and the contractor shall establish a standardized uniform to be worn by all employees of the Successful Proposer.



— LAS OLAS — MARINA

SECTION VI TECHNICAL SPECIFICATIONS/ SCOPE OF SERVICES (MARINA DEVELOPMENT)

— LAS OLAS — MARINA

OFFERING MEMORANDUM



MARINA DEVELOPMENT

The City of Fort Lauderdale anticipates that any potential redevelopment and future expansion of the marina (Project) will include a designed layout that will meet and/or exceed their criteria: expanding linear footage of the docks, increasing depth of marina basin to accommodate mega yachts and transition the facility to become a world-class, innovative marina. The Project shall be divided into the three phases: Design Phase, Construction Phase, and Operation Phase (as a continuation of [Section V – Marina Operations](#)). The Successful Proposer shall complete all three phases of the Project and shall be the sole prime contractor with the City for any

marina related development and/or expansion. The Successful Proposer agrees to work in conjunction with EDSA, Inc, the City's consultant on the proposed parking garage and the Intracoastal promenade. The Successful Proposer whom opts to utilize subcontractors to perform any phase of the Project shall be responsible for engaging the professional(s) and/or firm(s) that will serve as subcontractors. The subcontractors (if any) shall meet all City subcontractor requirements. The total minimum capital contribution of the Project shall be a minimum of ten million dollars.

— LAS OLAS — MARINA

TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES (MARINA DEVELOPMENT)

OWNERSHIP

Though the Board of Trustees of the Internal Improvement Trust Fund (TIIF) will maintain ownership of the land, the City retains a general interest in the Project operations and financial performance. Therefore, the Successful Proposer must take into account the long-range costs and responsibilities of managing, operating and maintaining the completed Project. The Project operation shall transfer to the City at the expiration or termination of any Agreement / Contract / Lease. As the land is TIIF owned property, there can be no lease, sublease or lien by the Successful Proposer, nor shall the City join in mortgage financing for this project.

DESIGN PHASE

The Successful Proposer shall incorporate a world-class and iconic design that is compatible with the Fort Lauderdale International Boat Show usage to maximize opportunity for the City of Fort Lauderdale and the Boat Show with guidance through meetings held with the Marine Industries Association of South Florida. The Successful Proposer shall work closely with the City upon contract award to complete the planning, design and project scheduling and agrees to work in conjunction with EDSA, Inc, the City's consultant on the proposed parking garage and Intracoastal promenade. Within 30 days of contract award, the Successful Proposer shall begin conceptual design and shall provide a design schedule. The Successful Proposer shall submit to the City a Capital Investment Plan which shall include, at a minimum, the projected total dollar investment for the Project and the funding sources, including the required construction, furnishings, fixtures and proposed equipment. The Successful Proposer shall obtain permits from all applicable regulatory agencies. The Successful Proposer shall bear all costs associated with all improvements of, and fixture and equipment installations at the Project. All such improvements and installations shall become the property of the City at the time of completion when the Certificate of Occupancy (CO) is issued. This cost estimate is due within 30 days after approval of design and concept.

A. CONCEPTUAL PLANS

After contract award, and prior to any construction beginning, the Successful Proposer shall prepare, and submit for approval, a proposed Conceptual Plan for the design of the Project. The Successful Proposer agrees to work in conjunction with EDSA, Inc, the City's consultant on the proposed parking garage and Intracoastal promenade. The Conceptual Plan must incorporate elements which make the Project compatible to the City's design guidelines and standards. The appearance of the Project is subject to approval by the City, at its sole discretion.

The ground floor of the proposed parking garage will be designed to house the marina facility operations, however alternative ancillary marine support facilities outside of the garage footprint may be considered. Ancillary uses shall include but are not limited to: marina operations, marina ship store, dock masters office and reception area. Marina users will be able to park in the garage under permit or pay for space system.

B. DESIGN

The Successful Proposer shall design a Project that is incorporates design elements compatible with the existing Las Olas Marina while meeting all applicable building codes. The Project, at a minimum, shall provide an additional 2,500 lf of dockage beyond the existing 3,430 lf.

The Successful Proposer shall incorporate into the Project design as many features of the Leadership in Energy and Environmental Design for New Construction (LEED-NC) Green Building Rating System as necessary to fulfill the requirements to meet the criteria of LEED-NC.

The Successful Proposer shall submit all renderings, photographs, plans, specification sheets, cut sheets, proposed paint schemes and graphics for all construction, furnishings, fixtures and proposed equipment to the City for approval.

The Project's design must comply with all the design parameters, building code, and land development code requirements of the City of Fort Lauderdale, all applicable government agencies, and must provide ADA access.

— LAS OLAS — MARINA

OFFERING MEMORANDUM

CONSTRUCTION PHASE

The Successful Proposer shall submit a comprehensive timeline for the start-up of the Project, including the construction phase and cost estimates to the City for its approval. The Successful Proposer shall construct the Project with minimal impact to the public's access and enjoyment of the existing Marina. The Successful Proposer shall perform all Project development in compliance with all City and any associated government agency building requirements. The Successful Proposer shall obtain all necessary permits, pay all required fees, approvals and City approval prior to starting construction of the Project. All development and construction shall be in compliance with the City's current Construction Rider.

The Successful Proposer shall pay all expenses incurred in connection with the proposed development. Any on-site and off site public improvements required for development of the site (streets, street widening, streetlights, sidewalks, water/sewer mains, landscaping, etc.) shall be the responsibility of the Successful Proposer. Extension, relocation, upgrading or connection of new utilities, patron facilities and any other facilities, if necessary for the site development, shall be the Successful Proposer's responsibility. All development fees imposed by any City, the County, the State, or any other agency or appropriate jurisdiction in connection with the development shall be the responsibility of the Successful Proposer.

Upon a Notice-to-Proceed with Construction from the City, the Successful Proposer shall complete the construction of the Project within the agreed upon timeframe (not expected to be more than 24 months), evidenced by a Temporary Certificate

of Occupancy ("TCO") or Certificate of Occupancy ("CO"). This timeframe can be negotiated depending on the complexity of the Project. In the case that delays are beyond the control of the Successful Proposer, the City may, at its sole discretion, grant a written extension.

No construction shall commence without possession of all appropriate approvals and permits from all governing jurisdictions; however, the City of Fort Lauderdale retains all of its sovereign prerogatives and rights as a City under Florida laws and shall not be stopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein. The City is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein.

OPERATION PHASE

The Successful Proposer shall maintain the Project in the same condition, order and repair as at the CO date, or better, excepting only reasonable wear and tear arising from the use thereof.

The Successful Proposer will follow and abide by the scope of services stated under [Section V – Technical Specifications / Scope of Services \(Marina Operations\)](#) for the completed Project.



— LAS OLAS — MARINA

SECTION VII SUBMITTAL REQUIREMENTS

— LAS OLAS — MARINA

OFFERING MEMORANDUM



INSTRUCTIONS

- Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync.

Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.

- Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

— LAS OLAS — MARINA

SUBMITTAL REQUIREMENTS

- Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Section 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Section 119.07, Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion is a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Section 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- Eight (8) hard copies plus six (6) electronic copies of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address as specified in [SECTION II – Development Information – ITEM 1.2 – Submission Deadline](#). It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

- By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section 287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

COMPENSATION

CBRE is providing advisory services to the City of Fort Lauderdale and owes its duty of loyalty solely to the City of Fort Lauderdale. The City and CBRE agree that the selected Developer shall be obligated to compensate CBRE in the following manner:

- CBRE will receive a fixed fee of \$300,000.
- In addition, CBRE shall also receive a fee equal to three and one-half percent (3.5%) of the NPV, discounted at 5%, for any amounts greater than the Net Present Value (NPV) of the entire transaction, which shall be calculated using the sum of all rents collected, whether base rent or percentage rent, over the established baseline. This baseline shall equal a NPV of \$21,000,000, using a 5% discount rate.
- CBRE shall receive an additional fee equal to one percent (1%) of the winning Proposer's capital improvements to the Las Olas Marina upgrade, including all hard and soft costs of the expansion, renovation and construction of the new and/or renovated facilities. CBRE and the Developer must agree that the capital improvements constitute an upgrade or improvement to Las Olas Marina. The value of existing city-owned land and improvements shall not be used when calculating the successful bidder's capital improvements.

All Fees describe above will be due and payable to CBRE within thirty (30) days of execution of a development, joint venture, or other similar agreement between the City and the successful respondent. Terms and conditions of the CBRE fees will be outlined in a separate agreement between CBRE and the selected Developer to be executed prior to or simultaneously with execution of the development agreement, joint venture agreement, long term lease or similar arrangement. CBRE shall not be permitted to charge the successful respondent any other fees. Such fees should be included in developer pro-formas. The City shall make all decisions concerning the selection of Respondents. Co-brokers shall not be recognized.

— LAS OLAS — MARINA

OFFERING MEMORANDUM

The following is an example of how the compensation would work:

CBRE would receive the fixed fee of \$300,000. CBRE would then receive an additional fee of 3.5% on the NPV, discounted at 5%, of the delta between the baseline and the final deal. For example, if CBRE negotiates a deal with the total terms equaling a NPV, discounted at 5%, of \$22,000,000, CBRE would be due the \$300,000 fixed fee plus \$35,000 for the 3.5% of the base rent over the baseline plus 1% of the capital improvements. If the final deal includes a capital improvements of \$20,000,000 then CBRE would receive an additional fee of \$200,000 in addition to the fixed fee and any fee resulting from the delta between the baseline and the final deal.

CONTENTS OF THE PROPOSAL

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP.

The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

- **TABLE OF CONTENTS**

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

- **EXECUTIVE SUMMARY**

Each Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

- **PROPOSER'S ORGANIZATIONAL CHART**

The Proposer must provide an organizational chart and detailed information about the Proposer, related entities, and members of its operations and management team who will manage and operate the marina ("Marina Operations Team") and the Proposer's team of architects, engineers, general contractors, and/or subcontractors ("Marina Development Team") who shall renovate or redevelop the property. The organizational chart shall graphically depict the Proposer's relationship with any parent organization(s) and/or affiliate organizations or entities, if any, as well as the respective operations, management and construction roles (e.g. architect, engineer, general contractor) played by each team member or entity comprising both teams.

Proposers that include as part of their team foreign nationals or foreign entities must fully comply with all of the requirements of the Patriot Act. Those Proposers who do not comply shall be automatically disqualified from further consideration in this RFP process.



— LAS OLAS — MARINA

SUBMITTAL REQUIREMENTS

• EXPERIENCE, QUALIFICATIONS, AND REFERENCES

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

For the Marina Operations Team scope of services, reference [Section V – Technical Specifications / Scope of Services \(Marina Operations\)](#):

Proposers shall submit references from at least three (3) entities, preferably government agencies, for which they have successfully performed services of the type identified in the scope of this RFP. References must be documented on form provided in [Attachment A – REFERENCES \(MARINA OPERATIONS\)](#) of the RFP.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities.

Proposers shall demonstrate successful marina management for at least three (3) prior or current management contracts comparable in scope to the work identified in the RFP.

Proposers shall complete and submit the template provided in [Attachment B - HISTORICAL MARINA MANAGEMENT CONTRACTS](#) of the RFP. The completed document shall, at a minimum, provide the following information:

- A. Name and location of the marina
- B. Size of the facility, number of slips, and an explanation of amenities
- C. Marina owner's representative name, phone number and email address
- D. Description of services provided

- E. Annual Management Fee and Methodology of How Calculated
- F. Contract Period
- G. Three most recent years of Operation Budgets
- H. Operation Results

For the Marina Development Team scope of services, reference [Section VI– Technical Specifications / Scope of Services \(Marina Development\)](#):

Proposers shall submit references from at least three (3) entities, preferably government agencies, for which they have successfully performed services of the type identified in the scope of this RFP. References must be documented on form provided in [Attachment C – REFERENCES \(MARINA DEVELOPMENT\)](#) of the RFP.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities.

Proposers shall demonstrate a successful history of marina construction and development for at least three (3) prior marinas comparable in scope to the work identified in the RFP.

Proposers shall complete the template provided in [Attachment D - HISTORICAL MARINA DEVELOPMENT PROJECTS](#) of the RFP. The completed document shall, at a minimum, provide the following information:

- A. Name and location of the marina
- B. Size of the facility, number of slips, and an explanation of amenities
- C. Marina owner's representative name, phone number and email address
- D. Description of services provided
- E. Total cost of construction and development (hard costs and soft costs)
- F. Construction time frame (start date / end date)
- G. Any schedule delays or unexpected issues



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— LAS OLAS — MARINA

SUBMITTAL REQUIREMENTS

• **APPROACH TO SCOPE OF WORK**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the Project, and your overall approach to accomplishing the Project.

The RFP seeks to identify the proposal deemed most advantageous to the City of Fort Lauderdale. The City's evaluation and review of proposals shall include, but not be limited to: the financial returns to the City, the Proposer's experience, marina operations management history, and marina development history. Other factors to be considered include the Proposer's and any designated team member's capability, the Proposer's financial ability & qualifications, as well as the overall design of the proposed Project.

Provide an overview of your understanding of the City's vulnerability to the effects of climate change and sea level rise and its goal to address resiliency through infrastructure projects.

• **ECONOMIC OBJECTIVES**

- Ensure a tenable, long-term home of the Fort Lauderdale International Boat Show to benefit the Marine Industry and the direct economic benefits it brings to the City of Fort Lauderdale and Broward County.
- Increase the financial opportunities to businesses within the City and County by increasing the number and size of boats using the marina.
- Increase the financial return to the City.
- Improve the revenue-producing capacity of the Las Olas Marina and it's supporting facilities.
- Improve the Marina and any ancillary waterfront uses by enhancing their destination market appeal to locals and tourists alike.
- Ensure that any proposed ancillary or complementary uses further enhance the destination market appeal of the wider Broward County community.
- Utilize the available property to maximize its economic potential.

• **PLANNING AND LAND USE OBJECTIVES**

- To convert the existing Las Olas Marina into a modern world-class facility which expands mega yacht accessibility using state-of-the-art technology and including ancillary uses that complement the property's setting and geographical location.
- To provide for the development of a waterfront destination, portraying a unified and integrated marina that seamlessly interacts within it's surroundings.
- To allow for easy access for boaters and pedestrians throughout the property.
- To promote various active, public uses of the site that will enhance the overall public benefit derived from the property in terms of use, visibility and financial return.
- To provide facilities that represent flexible designs and iconic attention-grabbing buildings that function year-round.
- To develop an array of recreational waterfront uses operated by management experienced in waterfront programming in order to attract increasing and varied segments of the local, regional and visitor population.

Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the Project. As part of the project approach, the Proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, capabilities, and other available resources you offer for the project.

— LAS OLAS — MARINA

OFFERING MEMORANDUM

- **DESCRIPTION OF PROPOSED FACILITIES & AMENITIES**

Provide a description of all intended renovations and newly proposed facilities and/or amenities at the Las Olas Marina. Include any applicable drawings that demonstrate plans to redesign, upgrade, renovate or improve the existing facility or redevelop the property. If required, provide renderings and a conceptual site plan for illustrative purposes.

- **PROPOSED RENOVATION / REDEVELOPMENT SCHEDULE**

Proposers shall include renovation / redevelopment schedules for any proposed improvements.

- **COST ESTIMATE & MINIMUM CAPITAL CONTRIBUTION**

Proposers shall prepare and submit estimates of the costs of any proposed renovations or new construction. The estimates shall be complete in that no cost elements are excluded, realistic in that quantities and prices used in developing the estimate reflect actual market levels or best estimates consistent with applicable industry standards and practices. The total minimum capital contribution of the Project shall be a minimum of ten million dollars.

- **ON-GOING CAPITAL INFRASTRUCTURE COSTS**

The Proposer shall include all elements or components of the capital assets that require future expenditures beyond normal maintenance, or replacement at the end of their economic life that are expected to occur during the lease term. Along with each element of on-going capital costs, Proposers shall estimate the corresponding contingency allowance with the estimate for each cost element. The Successful Proposer will be required to contribute \$150,000 annually into a Capital Improvement Reserve Account that will be used towards annual and future maintenance and repairs costs.

- **MARKETING PLAN**

Provide a marketing plan which specifically provides the rationale for proposed marketing approaches for each targeted market segment and a description of the strategies utilized for attracting and strengthening those markets, such as how and where the marina will be advertised, branding, and potential co-marketing opportunities. Specific discussion shall be presented as to marketing strategies to attract recreational and the leisure tourist markets.



— LAS OLAS — MARINA

SUBMITTAL REQUIREMENTS

- **FINANCING PLAN & CAPACITY**

Proposals shall include a financial plan which shall provide evidence of financial capacity so that a determination can be made that the Proposer is capable of undertaking such a project.

- **RECENT FINANCING HISTORY**

Proposer shall provide at least a three (3) year financial history detailing financial soundness, financial capability, background in obtaining complex financial commitments, specifically detailing the type of project, financing source, amounts committed, etc. Proposer shall detail the amount of capital, the size of the project and any other pertinent information that will assist the City in determining the capability, availability of equity and ability to fund any proposed development.

- **FINANCIAL FEASIBILITY & CASH FLOW ANALYSIS**

The Proposer shall include a detailed financial feasibility and cash flow analysis of the project. The financial feasibility of the project shall be presented in a fashion to enable a clear understanding of the financial inflows and outflows of the projected rents and any other financial returns over a projected ten-year period.

Proposers shall also include projected profit and loss runs, and an integrated financial cash flow projection showing the phased renovation, building, and completion schedule. The proposal shall not depend upon any government funds; subsidies, governmental credit enhancements, loans, loan guarantees, or other governmentally sponsored financial mechanism.

- **FINANCIAL RETURNS AND NON-FINANCIAL RETURNS TO THE CITY**

Proposals shall include a stated commitment of annual lease payments to the City in the form of a minimum guaranteed base rent ("Base Rent") plus a percentage(s) of gross revenues ("Percentage Rent"), and any other proposed lease payments, as well as a stated commitment to adhere to the City's requirement for compensation equal to fair market value.

Proposals shall detail other financial benefits to the City such as estimated property taxes, and other non-financial benefits such as new jobs created. The rent shall be inclusive of a Minimum Base Rent plus an additional amount of Percentage Rents defined below.

Proposals shall include a minimum Base Rent of an initial \$1,000,000 per annum. Rent shall be payable in equal monthly installments, with increases of 10% every five years over the term of lease.

A proposal will also be deemed non-responsive if it does not provide for Percentage Rents, a minimum return to the City on the uses and gross revenues referenced below as to be defined per the lease:

12% for the marina operations
4% for the ship's store or any other marine related sales

Proposers may include a higher Base Rent and/or higher designated Percentage Rents for the respective uses within their submitted proposals at their own discretion.

- **MINORITY/WOMEN (M/WBE) PARTICIPATION**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Section 287.09451, Florida Statutes.

- **SUBCONTRACTORS**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.



— LAS OLAS — MARINA

OFFERING MEMORANDUM



- **REQUIRED FORMS**

- A. Proposal Certification**

- Complete and attach the Proposal Certification provided herein.

- B. Non-Collusion Statement**

- This form is to be completed, if applicable, and inserted in this section.

- C. Sample Insurance Certificate**

- Demonstrate your firm's ability to comply with insurance requirements.

- Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

- D. Business License**

- Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.

— LAS OLAS — MARINA

SECTION VI EVALUATION AND AWARD

— LAS OLAS — MARINA

OFFERING MEMORANDUM

PROPOSAL TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at (954) 828-5933.

- Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, a member of the Marine Advisory Board and a member of the Beach Redevelopment Advisory Board. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted
- The Committee may short list no less than three (3) Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.
- The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.
- The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

EVALUATION CRITERIA

The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager. The City Manager shall make a recommendation to the City Commission.

WEIGHTED CRITERIA

- **Qualifications of Firm and Project Team (25%)**
To include experience and the abilities of the firm, the personnel proposed for the project, and subconsultants proposed.
- **Approach to Scope of Work (30%)**
To include MBE participation efforts, current workloads and projected workloads enhanced services proposed, and other pertinent information.
- **Annual revenue (20%)**
- **Capital contribution (15%)**
- **Sustainability (10%)**

CONTRACT AWARD

The City reserves the right to award an Agreement / Contract / Lease to the Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

— LAS OLAS — MARINA

REVENUE AND CAPITAL CONTRIBUTION

REVENUE AND CAPITAL CONTRIBUTION

Please provide the following:

1) Calculation of annual revenue to the City

Minimum Base Rent of an initial \$_____ per annum.

Rent shall be payable in equal monthly installments, with increases of ____% every five years over the term of lease.

Percentage Rents, a minimum return to the City on the uses and gross revenues referenced below:

____% for the marina operations

____% for the ship's store or any other marine related sales

2) Minimum Capital Contribution: \$ _____

Submitted by:

Name (printed)

Signature

Date

Title

— LAS OLAS — MARINA

AFFILIATED BUSINESS DISCLOSURE AND CONFIDENTIALITY AGREEMENT

CBRE, Inc. operates within a global family of companies with many subsidiaries and/or related entities (each an “Affiliate”) engaging in a broad range of commercial real estate businesses including, but not limited to, brokerage services, property and facilities management, valuation, investment fund management and development. At times different Affiliates may represent various clients with competing interests in the same transaction. For example, this Memorandum may be received by our Affiliates, including CBRE Investors, Inc. or Trammell Crow Company. Those, or other, Affiliates may express an interest in the property described in this Memorandum (the “Property”) may submit an offer to purchase the Property and may be the successful bidder for the Property. You hereby acknowledge that possibility and agree that neither CBRE, Inc. nor any involved Affiliate will have any obligation to disclose to you the involvement of any Affiliate in the sale or purchase of the Property. In all instances, however, CBRE, Inc. will act in the best interest of the client(s) it represents in the transaction described in this Memorandum and will not act in concert with or otherwise conduct its business in a way that benefits any Affiliate to the detriment of any other offeror or prospective offeror, but rather will conduct its business in a manner consistent with the law and any fiduciary duties owed to the client(s) it represents in the transaction described in this Memorandum.

This is a confidential Memorandum intended solely for your limited use and benefit in determining whether you desire to express further interest in the acquisition of the Property. This Memorandum contains selected information pertaining to the Property and does not purport to be a representation of the state of affairs of the Property or the owner of the Property (the “Owner”), to be all-inclusive or to contain all or part of the information which prospective investors may require to evaluate a purchase of real property. All financial projections and information are provided for general reference purposes only and are based on assumptions relating to the general economy, market conditions, competition and other factors beyond the control of the Owner and CBRE, Inc. Therefore, all projections, assumptions and other information provided and made herein are subject to material variation. All references to acreages, square footages, and other measurements are approximations. Additional information and an opportunity to inspect the Property will be made available to interested and qualified prospective purchasers. In this Memorandum, certain documents, including leases and other materials, are described in summary form. These summaries do not purport to be complete nor necessarily accurate descriptions of the full agreements referenced. Interested parties are expected to review all such summaries and other documents of whatever nature independently and not rely on the contents of this Memorandum in any manner.

Neither the Owner or CBRE, Inc. nor any of their respective directors, officers, Affiliates or representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of this Memorandum or any of its contents, and no legal commitment or obligation shall arise by reason of your receipt of this Memorandum or use of its contents; and you are to rely solely on your investigations and inspections of the Property in evaluating a possible purchase of the real property.

The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers to purchase or joint venture the Property, and/or to terminate discussions with any entity at any time with or without notice which may arise as a result of review of this Memorandum. The Owner shall have no legal commitment or obligation to any entity reviewing this Memorandum or making an offer to purchase or joint venture the Property unless and until written agreement(s) for the purchase or joint venture of the Property have been fully executed, delivered and approved by the Owner and any conditions to the Owner’s obligations therein have been satisfied or waived.

By receipt of this Memorandum, you agree that this Memorandum and its contents are of a confidential nature, that you will hold and treat it in the strictest confidence and that you will not disclose this Memorandum or any of its contents to any other entity without the prior written authorization of the Owner or CBRE, Inc. You also agree that you will not use this Memorandum or any of its contents in any manner detrimental to the interest of the Owner or CBRE, Inc. If after reviewing this Memorandum, you have no further interest in purchasing the Property, kindly return this Memorandum to CBRE, Inc.



— LAS OLAS — MARINA

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