

## PROFESSIONAL SERVICES AGREEMENT

### RFP No. 23-002 Real Estate Services

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter this "Agreement") is made and entered into this 7<sup>th</sup> day of **September 2023** by and between the **NAPLES COMMUNITY REDEVELOPMENT AGENCY** ("CRA"), a dependent special district, and the **CITY OF NAPLES, FLORIDA**, a Florida municipal corporation, (collectively referred to herein as the "CITY"), and **CBRE, Inc.**, a Florida Corporation authorized to do business in the State of Florida (hereinafter "CONSULTANT").

### WITNESSETH

**WHEREAS**, the CRA is a dependent special district in the State of Florida, having a responsibility to provide certain services to benefit the redevelopment area in the City of Naples in accordance with its adopted Redevelopment Plan; and

**WHEREAS**, pursuant to Florida law, the CRA is authorized to enter into the transactions as contemplated by this Agreement for the purpose of implementation of its Redevelopment Plan; and

**WHEREAS**, the City of Naples is a Florida municipal corporation with home rule powers to enter into contracts for the purpose of providing services to its residents; and

**WHEREAS**, the CITY desires to obtain the professional services of the Consultant to provide and perform professional services as further described herein; and

**WHEREAS**, CONSULTANT is in the business of providing real estate services in the City of Naples and elsewhere in the State of Florida and certifies that it possesses valid, current licenses to do business in the State of Florida and in the City of Naples, Florida; and

**WHEREAS**, CONSULTANT has sufficient resources, manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the real estate industry; and

**WHEREAS**, the City of Naples issued RFP 23-002 for real estate services and the CONSULTANT was selected as the successful proposer in accordance with the procedures in Section 2-663 of the City of Naples Code of Ordinances; and

**WHEREAS**, CONSULTANT agrees to provide the services more particularly described in this Agreement and any request for additional services described in RFP 23-002; and

**NOW THEREFORE** in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing "WHEREAS" clauses are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

**2. Description of Work.**

- a. The CITY hereby retains CONSULTANT to furnish services as described by example in the Scope of Services, which is attached hereto as Exhibit A and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit A will be resolved in favor of the body of this Agreement.
- b. CONSULTANT agrees to provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONSULTANT must also comply with, and abide by, all requirements as contained in Request for Proposal (RFP), RFP specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda hereinafter referred to as the "RFP Documents." The RFP Documents are hereby incorporated into this Agreement by reference and are declared to be a material part of this Agreement. Any conflict between the RFP Documents and the terms of this Agreement shall be resolved in favor of compliance with the terms of this Agreement.
- d. The parties agree that the Scope of Services contains a number of tasks, any of which may be separately negotiated, approved, scheduled, funded, and accounted for by a Task Order. The parties acknowledge that the listed services are provided as examples of specific Task Orders, which may or may not be requested in a future Task Order.

**3. Commencement and Completion/Term.**

- a. CONSULTANT will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
- b. This Agreement shall begin on September 5, 2023, and ending September 4, 2026, and may be renewed for up to two (2) additional one (1) year periods, upon agreement of the parties in writing unless sooner terminated under the terms of this Agreement.

**4. Payment.**

- a. The CITY agrees to compensate CONSULTANT, for work actually performed under this Agreement, at the rate or basis described in Exhibit B, a copy of which is attached. CONSULTANT agrees to perform all work required by a Task Order; however, in no event will CONSULTANT be paid more than the negotiated amount set forth in Exhibit B unless otherwise agreed to by the CITY.
- b. A schedule for progress payments, if any, will be made and set forth in a Task Order or in a Notice to Proceed.
- c. The CITY shall pay CONSULTANT within thirty (30) calendar days after receipt of an invoice statement from the CONSULTANT in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the CITY object or take exception to the amount of any CONSULTANT'S invoice statement, the CITY shall notify the CONSULTANT of such objection or exception

within thirty (30) calendar days. If such objection or exception remains unresolved at the end of thirty (30) calendar days, the CITY shall withhold the disputed amount and make payment to the CONSULTANT of any amount not in dispute. Thereafter, payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date the disputed amount is resolved by mutual agreement of the parties to this Agreement.

**5. Acceptance of Work Product, Payment, and Warranty.**

Each final invoice will be processed, upon completion of the CITY's final inspection and the CONSULTANT'S submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in RFP 23-002. When the CITY receives an invoice sufficiently itemized to permit an audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the products and services acceptable, payment will be made to CONSULTANT within thirty (30) days after the date of receipt of the invoice, unless another payment schedule has been provided. CONSULTANT guarantees the successful performance of the work for the services intended. CONSULTANT warrants that the data utilized by CONSULTANT (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONSULTANT'S industry or profession to be a reliable basis and foundation for CONSULTANT'S work product. CONSULTANT must notify the CITY in writing if it appears, in CONSULTANT'S professional judgment that the data or information provided by the CITY for use in CONSULTANT'S work product is incomplete, defective, or unreliable. CONSULTANT guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONSULTANT'S failure to comply with the warranties and representations contained herein. Neither review or payment, including final payment, by the CITY will relieve CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.

**6. Termination.**

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONSULTANT not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONSULTANT giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**7. Project Management.**

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
- b. CRA's Project Manager: Anita Jenkins, CRA Administrator

- c. City of Naples' Project Manager: Mari Gallet, Deputy City Manager
  - d. CONSULTANT'S Project Manager: Lee Ann Korst, Senior Vice President, Southeast Regional Manager.
8. **Notices.** All notices required or made pursuant to this Agreement to be given by the CONSULTANT or the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:
- a. **To CITY OF NAPLES:** City of Naples, Attention: City Manager's Purchasing Division, 735 8<sup>th</sup> Street South; Naples, Florida 34102.
  - b. **To CRA:** CRA, Attention: Anita Jenkins, CRA Administrator
  - c. **To CONSULTANT:** CBRE, Inc., Attention: Lee Ann Korst, Senior Vice President, Southeast Regional Manager; 225 Water Street, Suite 110; Jacksonville, FL 32202.
9. **Insurance.**
- a. CONSULTANT must maintain insurance to protect both CONSULTANT and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONSULTANT, any contractor or subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
  - b. The CITY's General Insurance Requirements are attached as Exhibit C. The required insurance coverages are considered as primary over and above any other insurance, or self-insurance, available to CONSULTANT, and any other insurance, or self-insurance available to CONSULTANT will be considered secondary to, or in excess of, the required insurance coverage(s).
10. **General Provisions.** CONSULTANT must comply with the following general provisions:
- a. **Exclusivity.**  

This Agreement is a non-exclusive contract. The CITY is not prohibited, or deemed to be prohibited, from seeking similar services either as an independent job or from another real estate professional.
  - b. **Compliance with Laws.**  

In providing the Scope of Services, CONSULTANT must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
  - c. **Personal Nature of Agreement; Assignment.**

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONSULTANT. Accordingly, this Agreement is personal and CONSULTANT is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONSULTANT requires the services of any contractor or subcontractor or other professional association in connection with the work to be performed under this Agreement, CONSULTANT must obtain the written approval of the CRA Project Manager and City of Naples Project Manager prior to engaging a subcontractor or professional associate. CONSULTANT agrees to remain fully responsible for the services of any approved contractor, subcontractor, or professional association.

d. **Discrimination.**

- i. CONSULTANT shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONSULTANT shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONSULTANT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent Contractor.**

CONSULTANT is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONSULTANT'S agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONSULTANT. CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, contractors and subcontractors during the performance of this Agreement. Although CONSULTANT is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY'S general right of inspection to secure the satisfactory completion of the work. CONSULTANT must comply with all federal, state and municipal laws, rules and regulations that are now or may in the future become applicable to CONSULTANT, or to CONSULTANT'S business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY is not responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONSULTANT.

f. **Indemnification.**

- i. To the fullest extent permitted by Florida law, the CONSULTANT shall be liable and agrees to be liable for and shall indemnify and hold harmless the CITY, its officers and employees from any and all liabilities, damages, losses and costs,

to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default, by the CONSULTANT, its contractors, subcontractors or agents or any of their employees arising out of this Agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the CITY.

- ii. CONSULTANT acknowledges that it has received consideration in exchange for this indemnification, and any other indemnification of the CITY by CONSULTANT provided for within the RFP Documents, the sufficiency of such consideration being acknowledged by by CONSULTANT'S execution of this Agreement. CONSULTANT'S obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- iii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONSULTANT, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONSULTANT has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONSULTANT does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONSULTANT, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iv. The indemnification provisions of this paragraph will survive the termination of this Agreement.

**g. Compliance/Consistency with Section 768.28, Fla. Stat.**

Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CRA's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

**h. Public Records.**

- i. CONSULTANT is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
  1. Keep and maintain public records required by the CITY to perform the service.
  2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to the CITY.
  4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONSULTANT asserts any exemptions to the requirements of Chapter 119 and related law, CONSULTANT will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONSULTANT consents to the CITY's enforcement of CONSULTANT'S Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONSULTANT must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONSULTANT'S failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONSULTANT will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **Public Records Compliance Indemnification.** CONSULTANT agrees to indemnify and hold the CITY harmless against any and all claims, damage

awards, and causes of action arising from the CONSULTANT'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONSULTANT authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONSULTANT in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.

- vii. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS THE CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: [PUBLICRECORDSREQUEST@NAPLESGOV.COM](mailto:PUBLICRECORDSREQUEST@NAPLESGOV.COM); PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**

i. **Compliance with Ethics Code.**

CONSULTANT agrees and understands that by entering into this Agreement CONSULTANT is a "Covered Person" as that term is defined by Section 17.3. (1)(a) of the City Charter and must comply with the City of Naples Code of Ethics, as applicable and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-975(h)(3)(a) and (b) of the Ethics Code, except as otherwise prohibited by law:

i. CONSULTANT is prohibited from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during t ears after termination, of the contract; and

ii. CONSULTANT agrees to pay for liquidated damages in favor of the city for violation of this subsection in the amount equal to the greater of: (i) the compensation received by the compensated public official or city employee from the business entity; and (ii) the amount equal to the total of the compensated public official's two years of gross compensation from the city.

j. **Federal or State Funding.**

If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONSULTANT shall make inquiry from



the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

- i. E-Verify. CONSULTANT must utilize, and must expressly require all SUBCONSULTANTS to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the Term of this Agreement.
- ii. Agency. CONSULTANT agrees and acknowledges that it, its employees, and its SUBCONSULTANTS are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
- iv. Workers' Compensation Insurance. CONSULTANT must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONSULTANT must ensure that the SUBCONSULTANT(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONSULTANT must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONSULTANT must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent CONSULTANTS, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. CONSULTANT shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONSULTANT shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or

excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONSULTANT shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CRA and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. **Inspections.** CONSULTANT shall permit, and require its contractors and subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Agreement.
- vii. **Auditor General Cooperation.** CONSULTANT shall comply with Section 20.055 (5), Florida Statutes, and shall incorporate in all third-party agreements the obligation to comply with Section 20.055 (5), Florida Statutes.

k. **E-Verify Compliance.**

CONSULTANT affirmatively states, under penalty of perjury, that it is in compliance with Section 448.095, Fla. Stat., and uses the E-Verify system to verify the work authorization status of all newly hired employees and in accordance with Florida law requires each of its contractors and subcontractors to sign an affidavit stating that the contractor or subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONSULTANT agrees to remain in compliance with Sections 448.09 and 448.095, Fla. Stat. Attached to this Agreement as Exhibit D is an E-Verify Affidavit.

11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

a. **Binding Nature of Agreement.**

This Agreement is binding upon the successors and assigns of the parties hereto.

b. **Entire Agreement.**

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONSULTANT recognizes that any representations, statements, or negotiations made by the CITY's staff do not suffice to legally bind the CITY in a

contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

c. **Amendment.**

No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

d. **Severability.**

If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during its term, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

e. **Construction.**

If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

f. **Headings.**

All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.

g. **Waiver.**

The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONSULTANT'S work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

h. **Force Majeure.**

Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the

exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.**

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any contract with CRA for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

j. **Venue and Jurisdiction.**

Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

k. **Non-appropriation.**

CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not

appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**12. Special Provisions.**

- a. None.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement effective the date first written above.

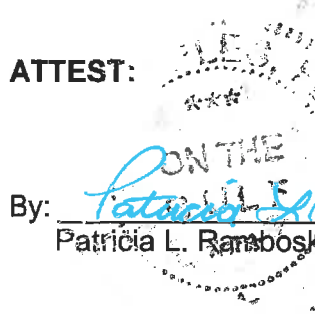
**ATTEST:**

 ON THE  
By: Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk

**NAPLES COMMUNITY  
REDEVELOPMENT AGENCY, a Florida  
dependent special district**

By: Jay Boodheshwar  
Jay Boodheshwar, City Manager  
Acting as the Executive Director of the  
City of Naples Community  
Redevelopment Agency

**ATTEST:**

 ON THE  
By: Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk

**CITY OF NAPLES, FLORIDA  
A Municipal Corporation**

By: Jay Boodheshwar  
Jay Boodheshwar, City Manager  
as authorized by action of City Council  
on September 5, 2023

Approved as to Form and Legality:

Approved as to Form and Legality:

By: *Nancy Strick*  
Vose Law Firm, City Attorney

By: *Nancy Strick*  
Vose Law Firm, City Attorney, Acting  
as the General Counsel for the  
Naples Community Redevelopment  
Agency

**CBRE, INC.**  
225 Water Street, Suite 110  
Jacksonville, Florida 32202  
Attention: William I. (Tripp) Gulliford, III,  
Executive Managing Director

by *William I. (Tripp) Gulliford, III*  
as its Executive Managing Director  
and Authorized Agent

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_, Title \_\_\_\_\_

STATE OF Florida

CITY OF Tampa

The foregoing instrument was acknowledged before me by means of  physical presence or

online notarization, this 16 day of August, 2023, by William I. (Tripp) Gulliford III of CBRE, INC., a Florida Corporation, on behalf of the company, and he/she is personally known to me or has produced \_\_\_\_\_ as identification.

*Dawn Michelle Scott*  
Signature of Notary Public - State of Florida



Printed/Typed/Stamped Name of Notary

My commission expires:

## Attachment A

Real Estate Services  
Scope of Work

- To assist the CRA/City to identify real estate opportunities to purchase, sell, lease or swap land for the development, redevelopment or repurposing of housing that is affordable, city operations, parking structures, green spaces or other uses.
- To secure properties outside of the CRA boundaries (inside and outside of the city limits) for public/private housing development that is affordable, city operations, green spaces and other purposes as may be identified by the City.
- To advise on real estate strategies within the CRA boundary, the City of Naples limits, and the nearby metropolitan area for a variety of potential projects whose purpose and authority is vested within the guidelines of the CRA and/or vested within the authority of the City of Naples.
- To advise on property acquisition, developer RFPs, feasibility analysis, and market potential for new development and redevelopment.
- To monitor the market and provide updates and reports for suitable properties to meet the objectives of the CRA/City.
- To advise on matters related to Senate Bill 102, and financing alternatives, funding sources, tax credits, and incentive programs at the local, state and federal level.
- To be responsible for communicating the current market conditions by preparing a broker's price opinion, keeping a market watch on current properties available for purchase, and negotiating with sellers and property owners on behalf of the CRA/City.
- To prepare strategies for purchase, sale and/or lease of properties.
- To assist CRA/City staff with efforts to obtain plans, right-of-way maps, title searches, title commitments, owner's title policies, etc., as necessary or as otherwise requested by the CRA/City.
- To negotiate with sellers, buyers or lessors or lessees on behalf of the CRA/City and advising of the CRA/City and staff in matters regarding offers, counteroffers, discussions, and issues pertaining to the purchase, sale, and/or lease of properties.
- To attend closings, assist with efforts with title searches, title commitments, appraisals, and all other customary activities and services associated with real estate transactions; and
- To secure executed purchase and sale agreements in accordance with the form and content as directed by the CRA/City.
- To present information at the CRA Advisory Board, CRA Board or City Council meetings.
- To prepare an inventory of City owned properties suitable for Affordable Housing.
- To advise the CRA/City on SB 102 opportunities and compliance.
- To identify potential properties suitable for P3 partnerships.



**TAB 5**

**Fee  
Scheduling/  
Pricing**

RFP # 23-002

**CBRE**



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## 5.1

**Firms or individuals must provide their broker fees, and an hourly fee schedule for all personnel for a 36-month period. Fees should be on an hourly basis for each labor category.**

**The fee schedule shall include the following:**

- **State your commission rate for listing and selling properties.**
- **State your fee for the evaluation of properties.**
- **State any other costs the City may anticipate relating to the real estate services described in the Scope of Services.**
- **Please include any additional fee schedule items your firm believes should be added per scope of work.**

# Fee Schedule

## A. Commission Rates for Listing & Sale of Properties

ACQUISITION SERVICE	COMMISSION PERCENTAGE	PAID BY
New lease acquisitions*	4% of gross rent w/o cobroker 6% of gross rent w/ cobroker	CBRE will look to the Landlord to pay a market lease acquisition commission.

*\*Lease expansion rights at 4% during primary term of lease. Lease renewal rights at 2%.*

LISTING & SALES	Based on sliding scale as outlined below	CBRE will look to the Seller to pay a market sale commission
SALE PRICE	CBRE COMMISSION	TOTAL MARKET COMMISSION
\$0-\$5,000,000	4%	6%
\$5,000,001 - \$7,000,000	3%	5-6%
\$7,000,001 - \$12,000,000	2.5%	5%
\$12,000,001 - \$20,000,000	2.25%	4-5%

## B. Fee for Evaluation of Properties

We understand that each task assigned by the City will be negotiated at the time of the development of the scope of work and anticipate discussion to ensure clarity for all parties on what is required for evaluating properties. Evaluation of properties may take many forms such as a Broker Opinion of Value of a specific parcel or parcels, a detailed highest and best use analysis of a specific parcel or parcels with corresponding calculations of development potential, or in other cases a portfolio-wide evaluation of owned properties and their relative development or sale potential. Or, the City may seek our support in evaluating the relative merits of acquisition opportunities. Our pricing for these services is typically provided as fixed fee and can begin pricing at less than \$5,000, and in some cases may be included as part of a market-based commission earned on the sale of property. In most cases we offer to rebate a portion of any up-front fees back to the City if CBRE is engaged and earns a market commission on specific properties. We look forward to discussing these options further as specific assignments are identified.

**C. Other Costs the City May Anticipate Relating to the Services Described in the Scope of Services**

Additional fees are subject to the City’s issuance of task orders. Brokering public-private partnerships (P3s) on the City and CRA’s behalf may be a service the City wishes to engage CBRE to perform. Our services for these fees are typically provided in the form of a monthly retainer (\$12,000 - \$15,000/month) payable by the City to CBRE throughout the planning, marketing, and developer negotiation period. CBRE will represent the City in the transaction structuring, developer engagement and marketing stages, provide technical advisory services to support the City’s evaluation of proposals, and negotiate all development agreements and transaction documentation with the City’s selected developer. CBRE will include a commission fee in offering documents issued on the City’s behalf; the commission will be required to be paid by the developer as a condition of their proposal submission. Upon CBRE’s receipt of the commission from the developer, we will refund the accrued monthly retainer to the City, resulting in zero out of pocket cost. We look forward to discussing this structure further and providing additional successful examples from peer municipalities throughout Florida and nationally.

**D. Additional Fee Schedule Items Your Firm Believes Should Be Added Per Scope of Work.**

We have included a list of hourly rates for our team members for the City’s consideration. These professionals include specialists from:

Trinity Commercial Group, our local market specialty partner

Gridics, our planning and zoning partner

THA, our as-needed parking consultant

Streetsense, our placemaking and retail strategy partners

And CBRE’s in-house specialists in Valuations, Financial Consulting, Project Management, and other service lines

**ADDITIONAL FEE SCHEDULE FOR POTENTIAL SERVICES**

NAME	ROLE	FIRM	HOURLY RATE
Michael McShea	Advisory Executive Vice President - PIES	CBRE	\$315
Lee Ann Korst	Advisory SE Regional Manager - PIES	CBRE	\$315
Tess Fleming	Contract Administrator	CBRE	\$90
Ross Huber	Financial Consulting	CBRE	\$225
Courtland Eyrick	Appraisals	CBRE	\$315

**PROJECT MANAGEMENT**

Managing Director	\$225
Project Director	\$202
Senior Project Manager	\$180

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**SUBCONTRACTORS FEE SCHEDULE FOR POTENTIAL SERVICES**

NAME	ROLE	FIRM	HOURLY RATE
Dan O'Berski	Partner	Trinity Commercial Group	\$315
Cindy Schooler	Director and Partner	Trinity Commercial Group	\$315
Mike Martindill	Principal-in-Charge (Parking)	THA Consulting	\$270
Javier Sanchez, AIA	Director of Operations (Parking)	THA Consulting	\$225
Max Zabala	Principal Urban Planner/Architect	Gridics	\$247
Luciana Lins	Senior Urban Planner/Architect	Gridics	\$180
Shruti Shubham	GIS Specialist / Urban Planner	Gridics	\$135
John Huntzinger	Senior Director of Planning	Streetsense	\$270
Larisa Ortiz	Managing Director, Public Non-Profit	Streetsense	\$360

**Requested Fee Considerations**

In the event that our Agreement or any particular engagement to provide the Services ends without a signed transaction, within 30 days of that ending, CBRE shall provide The City of Naples with a list of all parties with whom CBRE was engaged in active negotiations with respect to leases or other transactions for which fees could be earned under this Agreement. CBRE shall also provide the City with written evidence of such negotiations. If within one year after such expiration or termination date, the City enters into any agreement of sale, lease, sublease or other written agreement with a party on such list for which a fee would have been earned hereunder, CBRE shall earn the fee provided for under this Agreement to the same extent as if the Services had not expired or terminated. Upon the expiration of the one year period, CBRE may present to the City for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. the City shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by CBRE (or its Subagents) prior to termination. This paragraph shall survive the termination or expiration of our Agreement.

## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, pursuant to ISO Form CG001, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on all policies except workers' compensation and professional liability on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted. The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

**Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.**

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# 4.9

Additionally, provide the firms current insurance certificates indicating the minimum coverages specified herein and the most recent audited financial statement.



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Zurich American Ins Co		16535
<b>INSURER B:</b> American Zurich Ins Co		40142
<b>INSURER C:</b> ACE Property & Casualty Insurance Co.		20699
<b>INSURER D:</b> Navigators Insurance Co		42307
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570099032323      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLO838419921	03/01/2023	03/01/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 8384200 21	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			XEUG27952501008	03/01/2023	03/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC838419524	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A			N/A	All other States WC914173617 wisconsin	03/01/2023	03/01/2024	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Bid Number 23-002, Title - Real Estate Services - RFP. The City of Naples is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions and per the applicable written contract.

<b>CERTIFICATE HOLDER</b>  The City of Naples 735 Eighth Street South Naples FL 34102 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc</i>
---	--

Holder Identifier :

Certificate No : 570099032323



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### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA		<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 8003630105 E-MAIL ADDRESS: _____															
<b>INSURED</b> CBRE Group, Inc. and Subsidiaries 2100 McKinney Avenue Suite 1250 Dallas TX 75201 USA		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: American International Group UK Ltd</td> <td>AA1120187</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American International Group UK Ltd	AA1120187	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: American International Group UK Ltd	AA1120187																
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570099031249      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O - Professional Liability - Primary			PSDEF2200558 Claims Made SIR applies per policy terms & conditions	11/01/2022	11/01/2023	Per claim/Aggregate SIR      \$10,000,000 \$30,000,000

Certificate No : 570099031249

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Bid Number 23-002, Title - Real Estate Services - RFP. Evidence of Insurance.

<b>CERTIFICATE HOLDER</b>  The City of Naples 735 Eighth Street South Naples FL 34102 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	--

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Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name CBRE, Inc.
Print Name Michael DiBlasi Title Managing Director
Signature [Handwritten Signature] Date 08/16/23

State of Florida
County of Hillsborough

The foregoing instrument was signed and acknowledged before me this 16 day of August, 2023 by Michael DiBlasi who has produced personally known as identification.

Notary Public Signature [Handwritten Signature]
DAWN MICHELLE SCOTT
MY COMMISSION # HH 019025
EXPIRES: July 13, 2024
Bonded Thru Notary Public Underwriters
111019025 / JULY 13, 2024
Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

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## E-Verify Verification - Company Profile Page



Company ID Number:19959

Client Company ID Number:250598

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	CBRE SERVICES, INC.
Company Facility Address	2375 North Glenville Drive Building A, 2nd Floor Richardson, TX 75082
Company Alternate Address	
County or Parish	Dallas
Employer Identification Number	95-2743174
North American Industry Classification Systems Code	Real Estate (531)
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	0