

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 706

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, APPROVING AN AGREEMENT WITH COLLIERS INTERNATIONAL FLORIDA, LLC, AS A PIGGYBACK OF THE CITY OF PORT SAINT LUCIE CONTRACT #20190072 TO PROVIDE REAL ESTATE BROKERAGE, MARKETING, AND ADVISORY SERVICES FOR THE DEVELOPMENT OF PROPERTIES OWNED BY THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF MARGATE; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency approves the Agreement with Colliers International Florida, LLC, to provide real estate brokerage, marketing and advisory services for the development of properties owned by the Margate Community Redevelopment Agency and the City of Margate, a copy of which is attached hereto as Exhibit "A."

SECTION 2: That the Agreement between the Margate Community Redevelopment Agency and Colliers International Florida, LLC, piggybacks the City of Port Saint Lucie Contract #20190072 dated January 17, 2020, and utilizes the terms and conditions of such Contract.

SECTION 2: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 12<sup>th</sup> day of April, 2023.



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Chair Tommy Ruzzano

RECORD OF VOTE

Simone YES

Arserio YES

Schwartz YES

Caggiano YES

Ruzzano YES

## AGREEMENT

This Agreement is made this 17 day of April, 2023, between Margate Community Redevelopment Agency, whose address is 5790 MARGATE BLVD ("MCRA") and Colliers International Florida, LLC, a Florida limited liability company, with its principal place of business located at 901 NORTHPOINT PARKWAY, WPB, FL (the "Broker").

### WITNESSETH

**WHEREAS**, the Margate Community Redevelopment Agency owns property located generally at Margate Boulevard and State Road 7 in the City of Margate, which is more fully described in Exhibit "A," which is attached hereto and incorporated herein by reference, (the "MCRA Property"); and

**WHEREAS**, the City of Margate ("City") owns property generally in the area of Margate Boulevard and State Road 7, including City Hall, Fire Station 58, David Park, Catherine Young Library, the NW Focal Point Senior Center, and the Community Center, which are more fully described in Exhibit "A," which is attached hereto and incorporated herein by reference, (the "City Property"); and

**WHEREAS**, the MCRA and City have entered into an Interlocal Agreement to provide for the MCRA to enter into this Agreement with the Broker, and to jointly share the costs associated with the Broker's services, and as part of this action, the MCRA Board directed the MCRA Executive Director to market the MCRA Property for sale for the purpose of development, and the City Commission has directed the City Manager to market the City Property for sale for the purpose of development; and

**WHEREAS**, the MCRA is seeking to contract with the Broker for real estate broker services, including multi-phase marketing, evaluation, award, and closing process (collectively, the "Services"), and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual agreement between the City of Port Saint Lucie and the Broker, as set forth in the attached Contract #20190072, dated January 17, 2020, attached as Exhibit "B," for real estate broker services (the "Port St. Lucie Contract"); and

**WHEREAS**, Section 2-26(f) of the City of Margate Code of Ordinances, which applies to the MCRA's procurement processes, provides authority for the MCRA to waive bidding requirements for a contract for services without utilizing a sealed competitive method or the written quotations method; and

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. Term.** The term of this Agreement commences upon full execution hereof and shall continue until completion of the Services, unless terminated earlier as provided in the Port St. Lucie Contract.

**Section 2. Contract Terms.** The Broker agrees to provide the Services, on the same terms and in the same manner as set forth in the Port St. Lucie Contract, attached as Exhibit "B" except as otherwise provided herein. All recitals, representations, and warranties of Broker made by Broker in the Port St. Lucie Contract are restated as if set forth fully herein, made for the benefit of the MCRA, and incorporated herein, except that all references to the "City of Port St. Lucie" are hereby replaced with the "Margate

Community Redevelopment Agency,” and all references to St. Lucie County are hereby replaced with “Broward County.”

2.1 PUBLIC RECORDS.

**IF BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BROKER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Public Records: Jennifer M. Johnson  
City Clerk  
Mailing address: 5790 MARGATE BLVD.  
MARGATE, FL 33063  
Telephone number: 954-972-6454  
Email: recordsmanagement@margatefl.com**

2.2 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Broker shall comply with Section 448.095, Fla. Stat., “Employment Eligibility,” including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Broker, Broker may not be awarded a public contract for a period of 1 year after the date of termination.

2.3 SCRUTINIZED COMPANIES.

- a. Broker certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the MCRA may immediately terminate this Agreement at its sole option if the Broker or its subconsultants are found to have submitted a false certification; or if Broker, or its subconsultants are found to have submitted a false certification; or if Broker, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, Broker certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the MCRA may immediately terminate this Agreement at its sole option if Broker, its affiliates, or its subconsultants are found to have submitted a false certification; or if Broker, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. Broker agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 3. Services.** In consideration of the promises and covenants contained herein, as well as the compensation to be paid to the Broker by the MCRA, the Broker agrees to provide the following Services:

- 1. Facilitate the successful lease of all or portions of the MCRA Property and the City Property, while meeting the MCRA's and City's goals of maximizing value within a set time frame:
  - a. Listing term for all or a portion of the MCRA or City Property will be at the option of the MCRA or City; however, the minimum listing period shall be one (1) year.
  - b. Marketing Costs will be the responsibility of Broker.

**Section 4. Compensation.** The total amount to be paid by the MCRA to the Broker shall be strictly limited to a fee based on an agreed upon commission rate to be paid upon execution of ground lease where the MCRA or the City is the Lessor, and the Broker is the procuring cause for the lease. The Broker shall receive a fee equal to 4% of the total discounted cash flow value at a 7% discount rate over the total term of the lease. No additional payments will be made over and above the agreed upon commission rate for any reason and no payment will be made or due if property is not sold during the contract period. It is expressly understood that the Broker is entitled to receive compensation under this Contract only in the event a long-term ground lease is fully and unconditionally executed between the chosen developer and the MCRA or City.

**Section 5. Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

**Section 6. Notice.** Notwithstanding anything to the contrary in the Port St. Lucie Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For MCRA:                   Cale Curtis, Executive Director  
Margate Community Redevelopment Agency  
5790 Margate Blvd.  
Margate, Florida 33063

Copy to:                    David N. Tolces, General Counsel  
Margate Community Redevelopment Agency  
2255 Glades Road, Suite 200-E  
Boca Raton, Florida 33431

For Broker: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 7. Severability.** If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**Section 8. Entire Agreement.** This Agreement, including the Port St. Lucie Contract, sets forth the entire agreement between Broker and MCRA with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MARGATE COMMUNITY REDEVELOPMENT AGENCY

  
\_\_\_\_\_

By:   
Print Name: TOMMY RUZZANO, CHAIR

12 day of APRIL, 2023.


APPROVED AS TO FORM

By:   
David N. Tolces, MCRA Attorney

WITNESS:

COLLIERS INTERNATIONAL FLORIDA, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By:   
Print Name: Ken Krashow

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

12 day of APRIL, 2023.  
(Corporate Seal)

For Broker:

Ken Krasnow, Vice Chair  
Colliers International  
901 Northpoint Parkway, Suite 109  
West Palm Beach, FL 33407

**Section 7. Severability.** If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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ATTEST:

MARGATE COMMUNITY REDEVELOPMENT AGENCY

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

APPROVED AS TO FORM

By: \_\_\_\_\_  
David N. Tolces, MCRA Attorney

WITNESS:

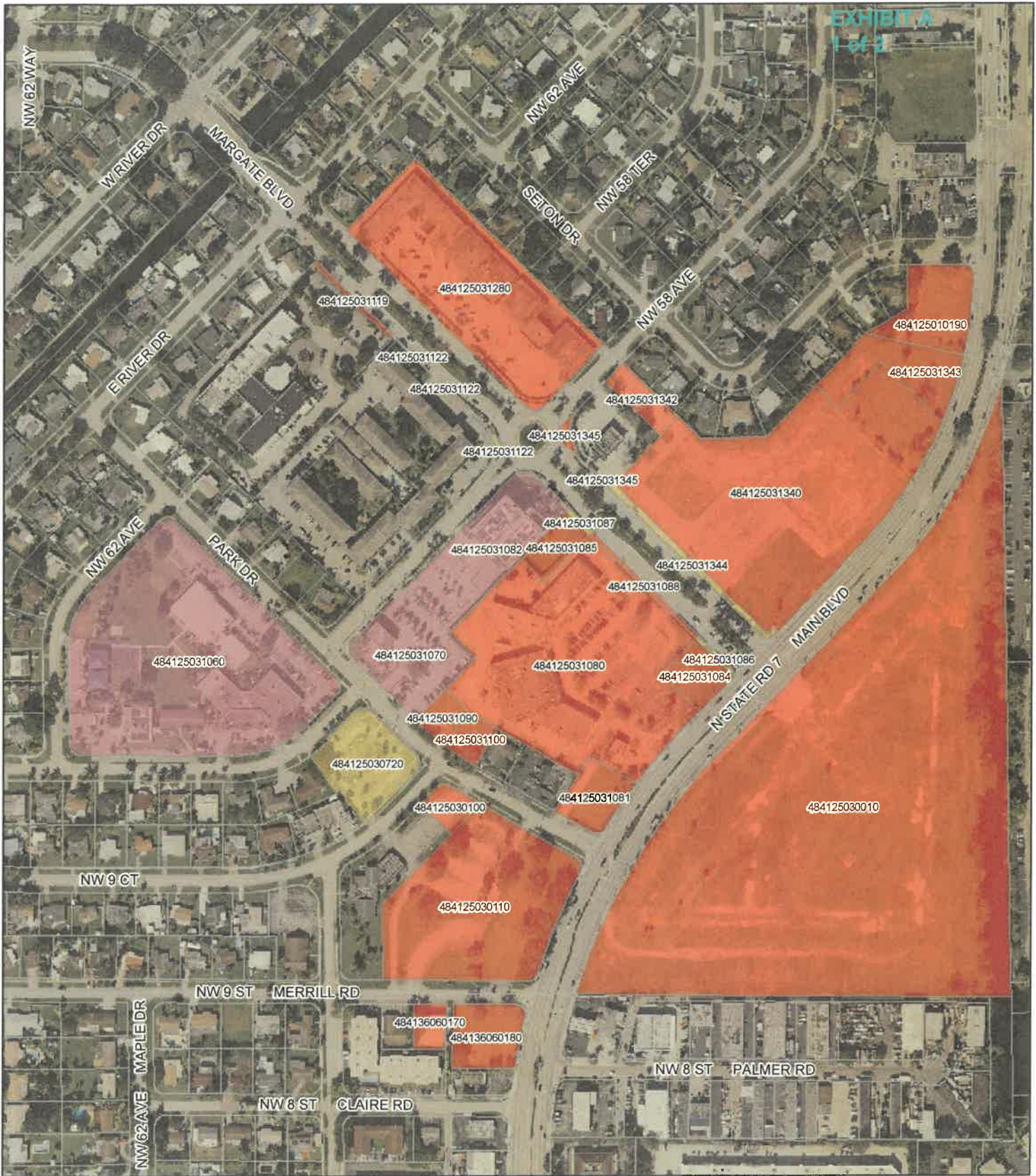
COLLIERS INTERNATIONAL FLORIDA, LLC

By: JONATHAN TEMPLE  
Print Name: \_\_\_\_\_

By: [Signature]  
Print Name: Ken Krasnow

By: [Signature]  
Print Name: Carrus Perez

17<sup>th</sup> day of April, 2023.  
(Corporate Seal)



- MCRA-owned
- City-owned with buildings
- City-owned with no buildings

DOWNTOWN MCRA & CITY OWNED PROPERTIES

FOLIO	SITE ADDRESS	ACRES	OWNER	STATUS
484125031280	5801-6221 MARGATE BLVD	3.26811035829	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125010190	1291 N STATE ROAD 7	0.75704539626	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031343	VACANT LOT	0.76688555813	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031342	1150 NW 58 AVE	0.24943196110	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031060	6009-6199 NW 10 ST; 5810 PARK DR	5.49194224403	CITY OF MARGATE	City-owned with buildings
484125031070	5785 PARK DR	1.07648269891	CITY OF MARGATE	City-owned with buildings
484125030720	VACANT	0.84529942985	CITY OF MARGATE	City-owned with no buildings
484125030100	VACANT LOT - NW 9th CT	0.19941150816	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125030110	911 N STATE ROAD 7	3.08631689458	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484136060170	6030 NW 9 ST	0.18250119268	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484136060180	891 N STATE ROAD 7	0.54852593372	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031344	RIGHT-OF-WAY	0.18156557530	CITY OF MARGATE	City-owned with no buildings
484125031340	5701 MARGATE BLVD	5.53836123044	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031082	5790 MARGATE BLVD	1.37507865492	CITY OF MARGATE	City-owned with buildings
484125031119	RIGHT-OF-WAY	0.05784763305	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031122	RIGHT-OF-WAY	0.00670590852	CITY OF MARGATE	City-owned with no buildings
484125031085	5750 MARGATE BLVD	0.25826526148	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031084	5700 MARGATE BLVD	0.31616930020	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031086	RIGHT-OF-WAY	0.03945363923	CITY OF MARGATE	City-owned with no buildings
484125031088	RIGHT-OF-WAY	0.09737169951	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031080	1011-1051 N STATE ROAD 7	4.81268913753	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031100	5721-4 PARK DR	0.18172022992	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031090	5717 PARK DR	0.19276655773	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031081	1001 N STATE ROAD 7	0.42253133110	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125031087	RIGHT-OF-WAY	0.01721763646	CITY OF MARGATE	City-owned with no buildings
484125031345	RIGHT-OF-WAY	0.04440624142	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
484125030010	1000 N STATE ROAD 7	17.01217511530	MARGATE COMMUNITY REDEVELOPMENT	MCRA-owned
		47.02627832781		



**MEMORANDUM**

DATE: January 17, 2020

TO: \*\*\*\*ORIGINAL\*\*\*\*  
City Clerk's Office

FROM: Jason Bezak, Procurement Agent I  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20190072  
CONTRACT TITLE: Real Estate Broker Services

VENDOR NAME: Colliers International South Florida, LLC.  
VENDOR ADDRESS: 901 Northpoint Parkway, Suite 109  
CITY AND STATE: West Palm Beach, FL 33407  
APPROVED BY COUNCIL: 01/13/2020

CONTRACT TERM: This agreement shall be shall begin on January 13, 2020 and is valid for an initial two (2) year period.

The total amount to be paid by the City to the Broker shall be strictly limited to a fee based on an agreed upon commission rate of 5% of the Purchase Price or Rental Rate of the property (the "Broker Fee").

Please see the attached for (1) original contract for your records.

**CITY OF PORT SAINT LUCIE  
CONTRACT #20190072**

This Real Estate Broker Services Contract, executed this 17<sup>th</sup> day of January 2020, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *COLLIERS INTERNATIONAL FLORIDA, LLC*, 901 Northpoint Parkway, Suite 109, West Palm Beach, FL 33407, Telephone No. (561) 478-6400, hereinafter called "Broker", party of the second part.

**SECTION I  
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**WHEREAS**, the Broker is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract with a Broker to provide brokerage, marketing, advisory and other associated services for the sale of properties owned by the City based on the terms and subject to the conditions contained herein Real Estate Broker Services Contract; and

**WHEREAS**, Real Estate Broker is qualified, willing and able to provide the Scope of Services and work for brokerage services on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Broker to perform the Scope of Services and work / services as specified and, with a commission payment based on the sale or lease of said properties as a percentage of the actual sale or rent amount as delineated in the schedule agreed upon below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows: The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II  
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Firm/Broker: Ryan Kratz, Vice President  
Colliers International Florida, LLC.  
901 Northpoint Parkway, Suite 109  
West Palm Beach, FL 33407  
561-478-6400  
[Ken.Krasnow@colliers.com](mailto:Ken.Krasnow@colliers.com)

City Contract Administrator: Jason Bezak, Procurement Agent I  
Procurement Management Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-344-4068 / FAX 772-871-7337  
E-mail: [JBezak@cityofpsl.com](mailto:JBezak@cityofpsl.com)

City Project Manager: Elijah L. Wooten, Jr., MBA  
Business Navigator  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
Telephone 772-873-6374 Fax 772-871-5290  
Email: [ewooten@cityofpsl.com](mailto:ewooten@cityofpsl.com)

### SECTION III DESCRIPTION OF SERVICES TO BE PROVIDED

#### SCOPE OF SERVICES

The professional real estate broker services required by the City in connection with this contract covers the entire spectrum of those services customarily provided by commercial real estate brokers and/or firms. Such professional real estate services that may be required to be provided to the City include but are not limited to the following:

- Competitive Market Analysis (CMAs).
- Advertising Plan(s).
- Promotion Venues- (refers to how and through what venues you intend to promote the property).
- Develop sale and/or lease strategies.
- Develop and distribute marketing materials to potential buyers and/or tenants and report results to the City on an agreed upon frequency.
- Participate in site tours and/or other events concerning a showing of the property.
- Analyze and qualify offers from potential buyers.
- Presentations at public meetings may be required.
- Recommendation or repair, inspection or maintenance issues that are critical to the ability to sale or lease the property.
- Showing of properties.
- Negotiating with buyers on behalf of the City.
- Property Listing and Sales Services.
- Conduct background checks, credit and reference checks on any tenants.
- All other customary brokerage activities and services associated with real estate transactions.

1. The City is currently evaluating all City owned property and identifying properties to be sold and/or leased. Current zoning on identified parcels will vary. The City Council will consider Future Land Use amendments and rezoning of individual properties to the 'highest and best' classification for maximum valuation. In addition, to appeal to the investment community, the City may bundle properties by either zoning classification, geographic area, or other potential groupings as suggested by the Broker / Agent selected.

2. The Broker/Agent will provide integrated listing and marketing services including, but not limited to, CoStar and Multiple Listing Service (MLS), and other professional listing services (residential, commercial, etc.), appropriately placed advertising, targeted marketing, advice for maximizing building interior or curb appeal, proposing redevelopment potential to developers and investors, showing the property to prospective buyers or tenants and procuring offers to buy or lease the property as determined by the City. These services will include, at a minimum, the following deliverables:

- Establish a national and local marketing strategy that employs multiple types of advertising including, but not limited to, internet exposure (MLS, CoStar, LoopNet, etc.), signs, email blasts, trade group event attendance, alternate trade publication strategies, etc.; to yield the highest financial benefit for the City. All advertising is at the expense of the listing agent.

Real Estate Broker Services

- Verify current zoning of excess City properties and support City staff in rezoning of parcels to maximize market value based on the 'highest and best' use permitted by the City of Port St. Lucie Zoning Ordinances and Comprehensive Plan.
- Accurately list the property with the Multiple Listing Services (MLS) and any other appropriate listing service for this type of property.
- Provide technical assistance and advice on the presentation of the property for sale or lease.
- Study the relevant market factors and advise the City on how current market conditions may affect the sale or lease of the property.
- Prepare a list of comparable sites and their asking prices or rents and recommend a listing price or rent, tenant improvement levels, and concessions.
- Identify competing properties and how the City property may compete successfully.
- Coordinate real estate appraisals.
- Identify the type(s) of buyers or tenants that would be attracted to the property.
- Determine that the buyer or tenant is qualified financially to close the purchase or lease.
- Forward offers to the designated City contact person for consideration of sale or lease.
- Assist with the sale or lease negotiations for accepted offers.
- Assist with all pre-closing, closing and post-closing matters.

3. No additional payments will be made over and above the agreed upon commission rate to any Broker/Agent for any reason and no payment will be made or due if the property is not sold or leased during the contract period, unless otherwise agreed to in writing.

**SECTION IV  
TIME OF PERFORMANCE**

The initial Contract period shall commence upon approval of Council on January 13, 2020 and is valid for and initial two (2) year period. The work shall begin with a Notice to Proceed on the date specified by the Project Manager.

**SECTION V  
RENEWAL OPTION**

The Contract period will be for a two (2) year period with an option to renew for three (3) additional one (1) year periods as appropriations allow in the budget. Renewals shall be based on the mutual agreement between the City and the Broker to provide the identical services required under this Contract as outlined in the Scope of Services and maintain the same terms, conditions, and revenue / commission payment structure as delineated herein. All renewals must be offered in writing at least ninety (90) days prior to the termination of this Contract period.

**NOTE: Broker may exercise the option to renew by submitting a written submission ninety (90) days prior to the termination of the contract period.**

## **SECTION VI COMPENSATION**

The total amount to be paid by the City to the Broker shall be strictly limited to a fee based on an agreed upon commission rate of 5% of the Purchase Price or Rental Rate of the property (the "Broker Fee"). It is expressly understood by the Broker that Broker is entitled to receive compensation under this Contract only in the event the Broker is the procuring agent of the buyer or tenant of the property and the real estate transaction between the City and the buyer or tenant is fully consummated. Payment of the Broker Fee will be disbursed in full at the closing of the sale or lease of the property.

The Broker shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

The Broker shall not be paid any compensation what so ever for a sale or lease of the property to any current interested parties that were either not found by the Broker or have contacted the City directly without using the services of the Broker. Therefore, the Broker will not be entitled to receive any commission or portion of the Broker Fee in the event the City closes a real estate transaction with a purchaser or lessee that was not found, produced or procured by the Broker. The Broker is not entitled for any additional payment except for the Broker Fee stated above for all services provided under this Contract.

However, the Broker shall be entitled to receive payment of the Broker Fee if a sale or lease of the property is made within three (3) months after the termination or expiration of this Contract to a party that was found by the Broker and entered into a Letter of Intent to purchase with the City as a client during the Contract term, and any extensions thereof.

Note: No additional payments will be made over and above the agreed upon commission rate to any Broker / Agent for any reason and no payment will be made or due if the property is not sold during the contract period, except as may be provided above."

Taxes. Broker is responsible for all federal, state, and local taxes and other charges related to the performance of this contract.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Broker(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Broker(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Broker(s) and/or may be deducted from payments due to the Broker(s). Deductions thus made will not excuse the Broker(s) from other penalties and conditions contained in the Contract.

## **SECTION VII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

## **SECTION VIII CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Broker pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Broker in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

**SECTION IX  
INDEMNIFICATION/HOLD HARMLESS**

Broker agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Broker, agents, laborers, subcontractors or other personnel entity acting under Broker control in connection with the Broker's performance of services under this Contract and to that extent Broker shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Broker shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Broker or any agent laborers, subcontractors or employee of Broker regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Broker shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Broker on the work. This indemnification shall survive the termination of this Contract.

**SECTION X  
SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**SECTION XI  
INSURANCE**

The Broker shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Broker are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Broker under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Broker shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.

1. Commercial General Liability Insurance: The Broker shall agree to maintain Commercial General Liability Insurance issued under an Occurrence form basis, including Contractual liability to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Brokers and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract RFP #20190072 Real Estate Broker Services shall be listed as additionally insured.**" The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Broker shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All independent Brokers and Sub-Brokers utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Automobile Liability Insurance: The Broker shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Broker does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Broker to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional Insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Professional Liability: Broker shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Broker's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Broker warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Broker shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: The Broker shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Broker shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Broker enter into such a Contract on a pre-loss basis.

**Deductibles:** All deductible amounts shall be paid for and be the responsibility of the Broker for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Proposer's most recent annual report or audited financial statement.

It shall be the responsibility of the Broker to ensure that all independent Brokers and/or Sub-Broker's comply with the same insurance requirements referenced above.

The Broker may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Broker to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

#### **SECTION XII** **ACTS OF GOD**

The Broker shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Broker for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**Emergencies** – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Broker, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Broker shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

#### **SECTION XIII** **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

#### **SECTION XIV** **COMPLIANCE WITH LAWS**

The Broker shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Broker will comply with all requirements of 28 C.F.R. § 35.151. Brokers shall comply with § 119.0701, Fla. Stat. The Broker are to allow public access to all documents, papers, letters, or other material made or received by the Broker in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. Pursuant to § 119.10(2)(a), Fla.



Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat..

## RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Broker shall comply with Florida's Public Records Law. **BROKER'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S.

Broker agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*see <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>*).
2. During the term of the contract, the Broker shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Broker's records under this Contract include but are not limited to, supplier invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Broker agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Broker who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

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 the contract term and following completion of the contract if the Broker does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Broker, or keep and maintain public records required by the City to perform the service. If the Broker transfers all public records to the City upon completion of the contract, the Broker shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Broker keeps and maintains public records upon completion of the contract, the Broker shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**IF THE BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
pr@cityofpsl.com**

**SECTION XVI  
SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. [https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017\\_12\\_13\\_Web\\_Update\\_PFA\\_Prohibited\\_List.pdf?ver=2017-12-13-144624-667](https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_12_13_Web_Update_PFA_Prohibited_List.pdf?ver=2017-12-13-144624-667)

**SECTION XVII  
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

**City's Public Relations Image** – The Broker's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Broker involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

**Dress Code** – All personnel in the employ of the Broker(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

**Patent Fees, Royalties, and Licenses** – If the Broker requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Broker and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Broker shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

**Permits** - The Broker shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The selected Proposer shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents

**Cooperative Purchasing Agreement** - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St.

Lucie and other public agencies. Broker(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Broker.

**SECTION XVIII**  
**ASSIGNMENT**

Broker shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XIX**  
**TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

If the Broker refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Broker, may terminate Broker's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Broker and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Broker thirty (30) days' notice in writing. Upon delivery of said notice, the Broker shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third-party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Broker except for work timely completed.

The obligation to provide further services under this Contract may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the terminating party will be paid all compensation earned for services performed through the date of cancellation.

**SECTION XX**  
**LAW, VENUE AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**SECTION XXI**  
**APPROPRIATION APPROVAL**

The Broker acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Broker agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXII**  
**TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Broker agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

**SECTION XXIII**  
**CONFLICT OF INTEREST**

The City hereby acknowledges that the Broker may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Broker shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Broker shall disclose all of its Treasure Coast clients and related Scope of Work.

**SECTION XXV**  
**PROHIBITION AGAINST CONTINGENT FEES**

The Broker warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Broker to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Broker any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION XXVI**  
**ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Broker shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION XXVII**  
**CODE OF ETHICS**

Broker warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

**SECTION XXVIII**  
**POLICY OF NON-DISCRIMINATION**

Broker shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Broker shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXIX**  
**SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there

will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION XXX**  
**ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

Colliers International Florida, LLC.

By: [Signature] Purchasing Agent By: Ryan Kratz Authorized Representative

State of: Florida County of: Broward

Before me personally appeared: Ryan Kratz (Please print)

Please check one: Personally known [initials] Produced Identification: \_\_\_\_\_ (Type of identification)

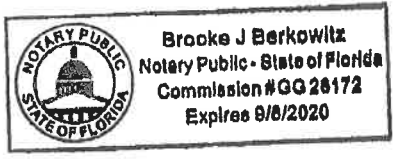
and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed. (s/he)

WITNESS my hand and official seal, this 17 day of December, 2019.

Brooke J Berkowitz Notary Signature

Notary Public State of Florida at Large.

My Commission Expires 9/8/2020



(seal)

**TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**

STATE OF FLORIDA §  
COUNTY OF § Broward

Before me, the undersigned authority, personally appeared affiant Ryan Kratz  
who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing Real Estate Broker Services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide these services for a project known as RFP#20190072, Real Estate Broker Services.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Colliers International Florida LLC  
Name of Firm

By: Ryan Kratz  
President

The foregoing instrument was acknowledged before me by Ryan Kratz who is personally known to me.

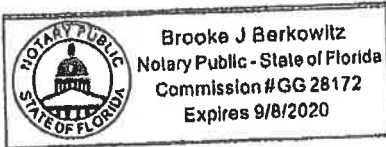
WITNESS my hand and official seal in the State of County last aforesaid this 7 the day of December 2019.

(SEAL)

Brooke J Berkowitz  
Signature

Brooke J Berkowitz  
Notary Name (typed or printed)

Notary Public - State of Florida  
Title or Rank





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/10/2020

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 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> HUB International Ontario Limited  595 Bay Street, Suite 900  Toronto, ON M5G 2E3	1-416-619-8000	<b>CONTACT NAME:</b> Vanessa Chapin <b>PHONE (A/C, No, Ext):</b> 416-619-8000 <b>FAX (A/C, No):</b> 416-619-8001 <b>E-MAIL ADDRESS:</b> vanessa.chapin@hubinternational.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Chubb Insurance Company of Canada</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: Liberty Mutual Insurance Company		INSURER B: Chubb Insurance Company of Canada		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Colliers International Florida, LLC  200 East Broward Boulevard, Suite 120  Fort Lauderdale, FL 33301															

**COVERAGES** **CERTIFICATE NUMBER: 58337839** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC			GLTOABEC5R019	12/01/19	12/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			GLTOABEC5R019	12/01/19	12/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED 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						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Crime			8132-4965	12/01/19	12/01/20	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CONTRACT #20190072

City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents as included as additional insured(s) under liability and auto subject to indemnity agreed in contract.

Waiver of subrogation in favor of additional insureds as required by written agreement.  
 Insurer (s) will endeavor to mail 30 days written notice to the Certificate Holder.

## CERTIFICATE HOLDER

City of Port St. Lucie  
 a municipality of the State of Florida  
  
 121 SW Port St. Lucie Boulevard  
  
 Port St. Lucie, FL 34984-5099  
  
 USA

## CANCELLATION

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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Client#: 323593

COLLIINT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services NW CL, 601 Union Street, Suite 1000, Seattle, WA 98101. CONTACT NAME: Bailey Hestlr, PHONE: 206-577-5591, FAX: 877-678-5844, E-MAIL ADDRESS: bailey.hestlr@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Liberty Insurance Corporation, NAIC #: 42404.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract #20190072, Colliers International Florida, LLC. The Workers Compensation policy provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. Evidence of Florida Workers Compensation Insurance.

CERTIFICATE HOLDER

CANCELLATION

City of Port St. Lucie, a municipality of the State of Florida, 121 SW Port St. Lucie Boulevard, Port Saint Lucie, FL 34984-5099. 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: [Signature]

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