

# CONTRACT COPY

## AGREEMENT FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES

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THIS AGREEMENT, made this 23<sup>rd</sup> day of July 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and CBRE, Inc., a Delaware corporation authorized to transact business in the State of Florida ("Contractor" or "Company"), whose address and phone number are 200 East Las Olas Boulevard, Fort Lauderdale, FL 33301, Phone: 954 331-1738, Fax: 954-468-3069, Email: [ken.krasnow@cbre.com](mailto:ken.krasnow@cbre.com)

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

### WITNESSETH:

#### I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Request for Proposal No. 535-11231, Real Estate Brokerage Services, Annual Contract, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated July 24, 2013, ("Exhibit B").
- (3) The Contractor's Best and Final Offer dated September 23, 2013, ("Exhibit C")

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated July 23, 2014, and any Addenda.
- C. Third, Exhibit A
- D. Fourth, Exhibit C
- E. Fifth, Exhibit B

#### II. SCOPE

The Contractor shall perform the Work set forth in the Contract Documents with respect to those properties owned or leased by the City ("Facilities") under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's

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obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### III. TERM OF AGREEMENT

The initial contract period shall commence on June 17, 2014, and shall end on June 16, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms and conditions and specification remain the same, both parties agree to the extension, and such extension is approved by the City.

### IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit C. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### V. METHOD OF BILLING AND PAYMENT

The method, amount, process and limitations on payment for Management Services rendered unto the City and the entitlement to Brokerage Commissions are set forth in the Addendum.

### VI. GENERAL CONDITIONS

#### A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and

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obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

**B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of reasonable attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or unpatented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

**This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.**

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

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The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 30 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-VIII" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

#### **Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation - Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

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

#### **Commercial General Liability Insurance**

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

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations

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- d. Broad Form Contractual Liability
- e. Independent Contractors

**Automobile Liability Insurance**

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

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

**Professional Liability (Errors & Omissions)**

Contractor

Limits: \$1,000,000 per occurrence

Certificate holder should be addressed as follows:

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

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon

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termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein. Performance of the services hereunder by Contractor shall not be deemed to be a prohibition of, or interference with Contractor's provision of similar services to third parties, provided that Contractor in so doing does not disclose any confidential information of the City or disclose any documents or portions thereof that would otherwise be exempt from the disclosure under the public records laws of the State of Florida.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related Contractor's work performed or required to be performed under this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to

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time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

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In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall endeavor to ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Contractor employees in a supervisory position with respect to the services shall be collectively referred to as the "Key Contractor Personnel." Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement. Notwithstanding the foregoing, the parties acknowledge that Contractor or an affiliate may be involved in representing other parties in real estate transactions involving City or involved in the ownership or management of certain facilities. If, at any time, any Key Contractor Personnel actually becomes aware that City is involved in any material way in any proposed transaction whereby Contractor or an affiliate represents any other party to that transaction, Contractor agrees to notify City promptly upon discovering such facts. Upon discovery of such conflict, Contractor shall proceed no further with the transaction on City's behalf until such time as the City Manager approves a set of internal protocols presented by Contractor with respect to such transaction and the obligation of the Contractor to prevent any communication or collusion between employees of Contractor or Contractor's affiliates which such a conflict of interest may exist.

Contractor further agrees that none of Contractor's officers or Key Contractor Personnel employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

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No representation or recommendation is or will be made by Contractor or its subcontractors, agents or employees as to the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Pavable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. Uncontrollable Circumstances ("Force Majeure")**

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The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its commercially reasonable efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### **BB. Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or 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, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

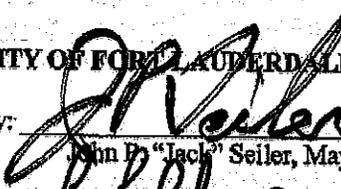
#### **CC. Public Records**

Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By:   
John P. "Jack" Seiler, Mayor

By:   
Lee R. Feldman, City Manager

Approved as to form:

  
Robert B. Dunkel,  
Assistant City Attorney

ATTEST:

  
Wendy S. Gonyea, City Clerk  
WENDY S. GONYEA  
ASSISTANT CITY CLERK



ATTEST

By: Kathleen Thompson

Laurence H. Midler KATHLEEN THOMPSON  
Secretary

CONTRACTOR

CBRE, INC., a Delaware corporation

By: Jim Reid, President, Eastern Region

(CORPORATE SEAL)

STATE OF DISTRICT OF COLUMBIA;  
COUNTY OF WASHINGTON;

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Jim Reid as president for CBRE, Inc., a Delaware corporation, Eastern Region, authorized to transact business in the State of Florida.

(SEAL)

Nicole Mort

Notary Public, State of DC  
(Signature of Notary Public)

Nicole Mort

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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District of Columbia: SS  
Subscribed and sworn to before me, in my presence,  
this 16<sup>th</sup> day of June, 2014

Nicole Mort  
Nicole Ann Mort, Notary Public, D.C.

My commission expires August 31, 2016.



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**EXHIBIT "A"**

**RFP No. 535-1131**

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**EXHIBIT "B"**

**Contractor's Response**

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**EXHIBIT "C"**

**Contractor's Best and Final Offer**

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**ADDENDUM TO  
AGREEMENT FOR  
REAL ESTATE BROKERAGE  
AND  
LEASE MANAGEMENT SERVICES**

These Addenda to the Agreement for Real Estate Brokerage and Lease Management Services by and between the CITY OF FORT LAUDERDALE, a Florida municipal corporation ("City") 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016 and CBRE, Inc., a Delaware corporation authorized to do business in the State of Florida ("Contractor") whose address and phone number are 200 East Las Olas Boulevard, Fort Lauderdale, FL 33301, phone: (954) 331-1738, e-mail: [ken.krasnow@cbre.com](mailto:ken.krasnow@cbre.com) are dated this 13 day of July, 2014.

**Management Fees and Brokerage Commissions**

This Addendum establishes the method, amount, process and limitations on payment of Management Fees for management services rendered by Contractor to City and the method of establishing the entitlement, amount, process and limitations on the payment of Brokerage Commission to Contractor for Contractor's brokerage services.

1. Management Fees payable to Contractor for rendition of management services for managing Leases for City.
  - 1.1. Management Fees are generated only where the City is the Lessor.
  - 1.2. Contractor is not entitled to a Management Fee from the City where the City is the Lessee.
  - 1.3. Contractor will collect the rents from the City's Lessees and retain three (3.0%) per cent of the rents collected by Contractor as a Management Fee.
    - 1.3.1. The City's Finance Department will continue to "invoice" City's Lessees, but the remittance of rents shall be directly to Contractor.
    - 1.3.2. Management Fees are paid only as rents are collected by Contractor. If no rent is collected in any given calendar month, then Contractor does not get a Management Fee until such time as the rent at issue is paid.
    - 1.3.3. Rents under Section 1.3, less Management Fee, will be paid to the City monthly by last day of the month in which the rent was paid to Contractor.
    - 1.3.4. Contractor shall provide City with a monthly accounting as to (a) rents paid by City's Lessees and the Management Fee paid to Contractor and (b) rents not paid by City's Lessees.

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- 1.4 Unless otherwise agreed by the City in writing, Contractor shall not be responsible for the rendition of Management Services nor entitled to Management Fees on transactions under the following leasing transactions where the City is the Lessor.
  - 1.4.1 City Charter Section 8.07, Leases with government entities or agencies for governmental purposes
  - 1.4.2 City Charter Section 8.08, Leases of parking spaces in parking facilities owned or operated by the City.
  - 1.4.3 City Charter Section 8.10, Fort Lauderdale Executive Airport (Prospect Field)
  - 1.4.4 City Charter Section 8.13, Leases to civic and charitable organizations.
2. **Brokerage Commission** -- fees generated where Contractor is the procuring cause of a sale or lease.
  - 2.1 Unless otherwise agreed by the City in writing, Contractor shall not be entitled to a Brokerage Commission on a transaction under the following transactions:
    - 2.1.1 City Charter Section 8.06, Leases at Bahia Mar, including leasing of Bahia Mar
    - 2.1.2 City Charter Section 8.07, Leases with government entities or agencies for governmental purposes
    - 2.1.3 City Charter Section 8.08, Leases of parking spaces in parking Facilities owned or operated by the City.
    - 2.1.4 City Charter Section 8.10, Fort Lauderdale Executive Airport (Prospect Field)
    - 2.1.5 City Charter Section 8.13, Leases to civic and charitable organizations
    - 2.1.6 City Charter Section 8.02, Sale of public lands and of public property to public bodies.
    - 2.1.7 City Charter Section 8.03, Acquiring right-of-way for purpose of converting same to a public body
    - 2.1.8 City Charter Section 8.11, Sale of real property at Fort Lauderdale Executive Airport.
  - 2.2 Brokerage Commission on a City Lease is paid only where the City is the Lessor.
    - 2.2.1 The Brokerage Commission is paid only as rents are collected by Contractor.
    - 2.2.1 The Brokerage Commission is paid by the Lessee, not by the City.

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- 2.3 The Brokerage Commission of four (4.0%) per cent of the rent collection will be paid on each installment of rent collected by Contractor.
- 2.4 The maximum Brokerage Commission payable to Contractor on a Lease would be 4.0% of the gross amounts of rents due during the initial term of the Lease.
- 2.4.1 In the event there are one or more renewal option terms under any given Lease, the 4.0% Brokerage Commission will not be paid to Contractor for the renewal term(s).
- 2.4.2 In the event that the contractual relationship between the City and Contractor end (e.g. end of contract term), Contractor will not be entitled to any further Brokerage Commission from the rents paid after the Contractors contract term expires.
- 2.5 Contractor will collect rents and retain 4.0% of the rents collected as a Brokerage Commission. Rents collected, less Brokerage Commission of 4.0% and Management Fee of 3.0% shall be paid to the City by Contractor on a monthly basis.
- 2.5.1 There is no Brokerage Commission paid by City to Contractor on a Lease where the City is the Lessee. However, Contractor may be paid a brokerage commission by the Landlord where the City is the Lessee.
- 2.6 On a sale of real property, the Brokerage Commission will be paid by the Buyer.
- 2.6.1 To the end that the Brokerage Commission will be paid by the Buyer, the terms and conditions of the sales contract must specify that the Buyer will be responsible for the Brokerage Commission in the event the Contractor is the procuring cause of the sale.
- 2.7 On the sale of surplus property by the City under City Charter Section 8.04, where the City initiated the "surplus property sale" procedure independent of Contractor, then there is a presumption that Contractor gets no Brokerage Commission, unless Contractor has secured, through its independent marketing efforts the successful bidder under the "surplus property sale" procedures.
- 2.8 On the sale of surplus property by the City under City Charter Section 8.04, where the Contractor initiated the "surplus property sale" procedure independent of or in cooperation with of the City, then Contractor shall be presumed to be the procuring cause of the sale and shall be entitled to a Brokerage Commission to be paid by the Buyer.
- 2.9 CBRE shall perform a review and assessment of all City-owned and/or underutilized property and make recommendations for the best use of such properties (approximately 140 parcels) as set forth in Part IV of the RFP, *Scope of Services*. CBRE shall follow the

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procedures set forth in the *Scope of Services* leading to the Strategic Report and Final Report.

- 2.9.1 Recommendations in the Final Report for the sale of property shall be brought to the City Commission.
- 2.9.2 Based on the recommendations in the Final Report, the City Commission shall decide which properties are to be marketed for sale by CBRE. Properties on this approved list shall be marketed by CBRE for which CBRE a Brokerage Commission may be generated.
- 2.9.2 As to those properties in the Final Report not approved by the City Commission for marketing for sale, there shall be no entitlement to a Brokerage Commission, unless otherwise agreed upon by the City at a later date.

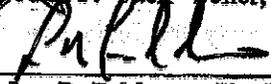
IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

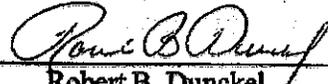
By:

  
John P. "Jack" Seiler, Mayor

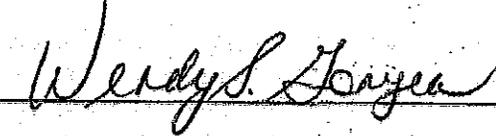
By:

  
Lee R. Feldman, City Manager

Approved as to form:

  
Robert B. Dunkel,  
Assistant City Attorney

ATTEST:

  
Wendy S. Gonyea  
ASSISTANT CITY CLERK

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ATTEST

By: Kathleen Thompson

Laurence H. Midler KATHLEEN THOMPSON  
Secretary

CONTRACTOR

CBRE, INC., a Delaware corporation

By: Jim Reid  
Jim Reid, President, Eastern Region

(CORPORATE SEAL)

STATE OF DISTRICT OF COLUMBIA:  
COUNTY OF WASHINGTON:

JIM REID

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2014, by Robert E. Sulentis as president for CBRE, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)

Nicole Mort

Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

Nicole Mort

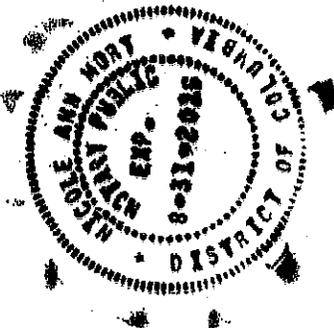
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

L:\REAL\PROP\2014\CBRE\06.11.14 CBRE Addendum (rbd.1).doc

District of Columbia: SS  
Subscribed and sworn to before me, in my presence,  
this 16 day of June, 2014

Nicole Mort  
Nicole Ann Mort, Notary Public, D.C.  
My commission expires August 31, 2016.



QBD  
JAR

A Proposal to

*City of* **FORT LAUDERDALE**

For Real Estate Brokerage Services

RFP: #535-11231

COPY

July 25, 2013

Presented by:  
Kenneth Krasnow  
Managing Director  
T: 561.393.1649  
Ken.krasnow@cbre.com

**CONTRACT  
COPY**

**CBRE**

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CBRE © 2013 All Rights Reserved. All information included in this proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

# Bid/Proposal Signature Page



Bid/Proposal Signature Page is on the following page.

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_ (signature) \_\_\_\_\_ 7/24/13 (date)

Name (printed) Kenneth Krasnow Title: Managing Director

Company: (Legal Registration) CBRE, INC.

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address: 200 E. Las Olas Blvd

City Ft. Lauderdale State: FL Zip 33301

Telephone No. 561.393.1649 FAX No. 561.393.1650 Email: ken.krasnow@cbre.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.04): 45 Days Total Bid Discount (section 1.05): N/A

Does your firm qualify for MBE or WBE status (section 1.09): MBE N/A WBE N/A

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u> 1	<u>Date Issued</u> June 26, 2013
2	July 3, 2013

**P-CARDS:** Will your firm accept the City's Credit Card as payment for goods/services?

YES \_\_\_\_\_ NO X

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: N/A

# Non-Collusion Statement



Non-Collusion Statement is on the following page.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

**3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).**

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

NAME

RELATIONSHIPS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

# Cost Proposal Page



Cost Proposal Page is on the following page.

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

Proposer Name CBRE, Inc.

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

**Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.**

- A. Proposed commission percentage as defined in Section A: 4% without a co-broker;  
5% with a co-broker \_\_\_ %
- B. Proposed lease cost percentage as defined in Section B: 4% without a co-broker;  
7% with a co-broker \_\_\_ %

## Letter of Interest

City of FORT LAUDERDALE

AnnDebra Diaz  
Procurement Specialist  
Procurement Services Division  
Room 619, City Hall  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

**CBRE**

Dear Ms. Diaz,

On behalf of the project team representing CBRE, Inc. (CBRE), I am pleased to submit this statement of qualifications to the City of Fort Lauderdale (the "City") regarding Real Estate Brokerage Services.

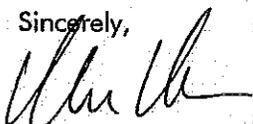
We understand that hiring a real estate partner is a weighty decision, particularly for municipalities who must manage a diverse range of needs from their constituents, City departments and other stakeholders. CBRE's resources, public-sector track record, proven best practices, and leadership talent offer a *reliable, transparent, and market-tested approach* that supports City operations and benefits taxpayers. We have served as the inaugural real estate partner for numerous public-sector clients and are guided by the principle of supporting the responsible stewardship of public real estate. By partnering with CBRE, the City will have access to the commercial real estate industry's largest network, most advanced resources and service platform, and unparalleled market data, research, and analysis – all of which will help the City make informed real estate decisions in support of its real estate goals and vision.

For this assignment, CBRE is combining local market experts (based in South Florida) who have a deep knowledge of Fort Lauderdale, and its Washington D.C.-based Public Institutions and Education Solution Group (PIES), which has extensive experience performing real estate services on behalf of cities around the country. This integrated team of experts will ensure City representatives have access to the best personnel and resources to assist them.

The proposed project team has developed and implemented Strategic Plans for many public entities, including the Cities of Sacramento, San Diego, Reno, Miami, and New York, and the States of California, Maryland, and Michigan. The results for these clients have been transformative. For example, over a five year period in partnership with the State of Florida, more than \$82 million in savings were achieved from the recommendations CBRE provided during the development of the State's strategic plan. Our ability to deliver solutions while embracing various stakeholders differentiates CBRE and provides significant value to our clients.

The City's real estate goals are important to us and are a natural extension of our deep roots in South Florida. Our local offices have been the leading commercial real estate service provider in the region for many years and our office is staffed by professionals who not only know the market but also call it home. The accompanying proposal outlines the services available to the City and provides an explanation of the methodology that would be employed should the City choose CBRE as its service provider. Thank you for the opportunity to present our qualifications and we appreciate your consideration.

Sincerely,



Ken Krasnow  
Managing Director

**CBRE**

LET

# Statement of Proposed Services

City of FORT LAUDERDALE

## CBRE CAPABILITIES & APPROACH TO PROJECT

CBRE has provided commercial real estate services to dozens of cities, counties and states. In just the past two years, CBRE has been engaged to perform a **very similar scope of services** that included Strategic Planning and Dispositions for the cities of Indianapolis, Reno, Pensacola, Sacramento and the States of Texas and Connecticut. In performing these assignments, our professionals routinely complete tasks involving the evaluation and sale of surplus assets, strategic planning, lease and sale negotiation, and best practice portfolio management. CBRE's national Public Institutions group—led by project team members Michael McShea and Lee Ann Korst—offer valuable insights into the strategies government entities are employing nationwide and the success these strategies have provided. CBRE will assist the City in navigating the challenges associated with the many community stakeholders, the internal politics of bringing in a strategic vendor, and how to interface with the public when disposing of public assets whether by lease or sale.

Most recently, Mr. McShea and Ms. Korst in collaboration with our local teams, have completed formal strategic plans for the States of Florida, Maryland and Michigan. Based on this and other municipal experiences, CBRE has developed a custom methodology that will be the basis for executing the strategic plan requested by the City of Ft. Lauderdale.

Our goal is to develop and implement a plan that generates revenue (or potentially reduces operating costs) without compromising or diluting service delivery to constituents, and enhances the marketability and attractiveness of Ft. Lauderdale. Below is an overview of the elements that will be incorporated in the Strategic Plan.

### Overview of Strategic Plan Elements

- Review the existing data for owned and leased property
- Interview agency and department heads as needed to determine extent to which owned and leased real property efficiently supports government operations
- In the case of City occupied property, identify opportunities to more efficiently occupy space to reduce footprint and costs
- Identify surplus owned real estate (buildings and land) for potential sale, lease or public private partnership
- Using the data collected above, CBRE will prepare a strategic real estate plan for the City. The deliverable will be a report that includes estimated values and prioritize properties for disposition. It will also include recommendations for properties to be turned into community uses as appropriate.

### 1) Tasks Preceding Strategic Planning

- Review the City's overall strategy in a kick-off session
  - Review City's goals for project
  - Confirm the scope of work and review schedule
  - Clarify roles and responsibilities and establish communication channels
  - Confirm project deliverables

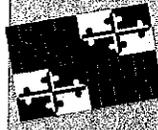
## Statement of Proposed Services

City of FORT LAUDERDALE

- Identify appropriate documents/data/information necessary to complete the strategic plan, examining:
  - List of assets to be reviewed (700 or 140)
  - Relevant operating budgets and capital outlay numbers
  - Facility condition assessments (if any)
  - Facility consolidation plans (if any)
  - Written processes, policies or legislation affecting lease or sale of real property
  - Collect and review offer letters or expressions of interest submitted by 3<sup>rd</sup> parties
  - Obtain relevant documents (leases, contracts, operating agreements, license agreements, etc.)
- Prepare for and conduct interviews with stakeholders (Department Heads, Community Activists, City Administration, Legal Department, etc.)
- Develop preliminary short, medium and long-term goals for real property

The above preliminary Strategic Planning tasks will take approximately 30-45 days to complete.

### Representative Client Quote: State of Maryland



*CBRE's service approach is what has impressed me the most. Their central account personnel are insightful and diligent, and their field personnel—on-site with us at the Department of General Services—are hard-working and detail-oriented. The results we've seen speak for themselves. CBRE has been a terrific partner." — Linda McGovern, Chief, Management and Procurement, State of Maryland*

## 2) Strategic Plan Development

### For Owned Assets:

CBRE has highly relevant experience and processes that will aid the City in deciding which properties are surplus, the value of those assets, and which are appropriate candidates for lease and/or sale. At the minimum, CBRE will consider the following elements:

- Debt (if any)
- Operating Costs
- Current Use
- Condition of Facility or Land
- Deferred Maintenance/Capital Expenditure Forecast
- Opportunities to relocate existing occupants
- Market Values (Lease or Sale)
- Attractiveness to Investors/Developers
- Encumbrances

CBRE will prepare a disposition plan that ranks and categorizes assets by value, disposition difficulty, and disposition strategy.

Concurrently, CBRE will evaluate the City's statutory framework and provide recommendations to most efficiently accommodate the City's disposition process. CBRE's Public Institutions group has significant experience providing guidance to public sector real property transactions and management including "best practices" from across the country.

**CBRE**



## Statement of Proposed Services

City of FORT LAUDERDALE

### Offering Materials

We will use a variety of methods to expose the property to prospective buyers, such as an Offering Memorandum. The Offering Memorandum is a concise, information-filled document that would be used as an introductory piece sent to our target list and cooperating brokers.

Additionally, CBRE maintains an in-house marketing team to ensure the best presentation possible of our clients' property. Our marketing team can develop dynamic materials that include brochures, websites, mailings, email blasts, and flyers. Please see Section 13 for more detailed examples of our marketing materials.



### Lease Management

Lease Management has three main components addressed below: Lease Administration, Lease Enforcement, and Delinquent Collections. Our approach ensures quality service and attention to all three components, providing the City with the best return on its assets.

#### Lease Administration

Meticulous lease administration is critical to maximizing the earning potential of an owner's asset. It is also a critical component for managing all aspects of each tenant's lease. The Senior Real Estate Manager and Property Accountant are responsible for the following items for each CBRE managed property:

- Re-abstracting all leases on the approved City abstract form
- All abstracts must be reviewed and approved at Senior Real Estate Manager level or above
- Input of all leases and amendments into the accounting system
- Preparation of escalation billings
- Tracking of security deposits and letters of credit
- Critical dates management, including renewals, expansions, client requirements, percentage rent provisions, insurance compliance and documentation and any other standard or otherwise
- Real Estate Managers are required to annually audit the lease files of their five largest tenants and all leases executed within the past twelve months
- Real Estate Managers transferred to or transitioning from an assignment are to conduct complete audit of all leases within 30 days
- At a minimum, bi-annually, CBRE conducts an internal audit, "Environment for Excellence," where the Director of Operations randomly reviews a minimum of 7 leases to ensure accuracy

In addition, CBRE's staff is involved early in the lease negotiation process. The Real Estate Manager ensures that negotiated lease terms are clear and easily enforceable and that extension and expansion options are compatible with all current landlord obligations.

As an added service, statements detailing rent, tax and operating expense charges with full explanations of any changes or adjustments are forwarded to tenants monthly. The Real Estate Manager promotes a clear understanding of the obligations to the tenant and, consequently, promotes a high level of compliance and collection.

**CBRE**

## Statement of Proposed Services

City of FORT LAUDERDALE

### Lease Enforcement

CBRE understands that one of our most important responsibilities is to provide a true picture of the operating income of each property we manage at all times, in addition to maintaining each property's value through adherence to the rules and regulations of the lease document. We ensure the accuracy of the financial aspects of the lease through utilization of a variety of software systems.

The regional team, together with the Real Estate Manager, is responsible for reviewing the income schedules of the property budgets, calculating the operating expense and real estate tax pass-throughs, reviewing the monthly rent statements, abstracting leases, tracking options, calculating CPI increases, and reconciling tenant accounts. All work performed by the Lease Administrators and Real Estate Manager is reviewed by the Senior Real Estate Manager, Accountant and in certain cases, the Director and or Controller for the property.

Administration services can be performed in conjunction with leasing efforts and can include, but not be limited to the following:

- Complete and thorough abstracts of each lease agreement and amendment
- Review of rent billings and additional charges (i.e. pass-throughs and escalations)
- Tickler notices of all options, renewals and expirations
- Monthly rent rolls

### Delinquent Collections

Collection of monies due is as important as leasing space. The key to good real estate management is rent paying occupancy, not just leased occupancy, and the keys to rent paying occupancy are **firmness and consistency**.

Lease enforcement varies by state, client and specific lease terms. However, CBRE's formal rent collection schedule is enforced, unless the preceding factors dictate otherwise:

- 1st Day of Month—All rents and other charges are due
- 5th Day of Delinquency—Each tenant which has not paid the full rental due on or before the 5th day of the month shall be contacted in person or by telephone by the real estate manager or their staff not later than the 6th day. A written record is to be maintained by the caller.
- 10th Day of Delinquency—On or before the 10th day, the real estate manager makes a second contact and a written record shall be entered on a Delinquent Tenant Report
- 15th Day of Delinquency—Between the 10th and the 15th day, the real estate manager shall make a personal visit. The real estate manager shall also, on the date of such contact, send a written notice to the tenant confirming the delinquency and requiring the immediate payment.
- 35th Day of Delinquency—If within 20 days of the notice letter the tenant does not promptly and satisfactorily respond to the notice, the real estate manager shall prepare a written recommendation to owner requesting that the matter be referred to owner's attorney. A different time period may be specified at the owner's discretion.

### Benefits

The major benefits of outsourcing these activities are:

- Improved speed and collection of Tenant remittance
- Reduced real estate risk through rigorous lease abstraction, critical date reporting
- Consistent practices yield dependable lease data from which strategic and tactical decisions can be made.
- Relief of Administrative burdens

**CBRE**

# Statement of Proposed Services



## CBRE / TEAM QUALIFICATIONS

### CBRE Overview

CBRE, Inc. (CBRE), a Fortune 500 and S&P 500 company, is the world’s largest and most successful commercial real estate services firm (in terms of 2012 revenue). It is the only commercial real estate firm listed in the Fortune 500, and has enjoyed that status for the past five years. The company employs **42,050 people** and serves real estate owners, investors and occupiers through more than **400 offices worldwide**. In 2012 our firm completed 17,575 property sales worth more than \$116.9 billion, 51,900 lease transactions worth in excess of \$72.9 billion, and 118,400 valuation and advisory assignments. In the same year, **CBRE achieved revenue of \$6.5 billion**. Recent third-party awards/recognition can be found in Section 13.

It is important to highlight, however, the Florida based resources that live and work in Florida communities each and every day. Over 900 CBRE professionals have local real estate experience in markets all across Florida in many different services, including 150 brokers.

This strong presence had made CBRE the leader in commercial real estate in Florida for more than 35 years. Across the State, our operations serve the diverse needs of property owners, corporate users and public institutions—helping them to achieve their objectives of disposition, acquisition, consolidation, expansion, or asset enhancement within the state.

A snapshot of our business activity in Florida is provided below:



### CBRE South Florida

In Fort Lauderdale specifically, we have seen tremendous activity. In 2012, the Fort Lauderdale office completed 421 transactions totaling more than \$820 million in transaction value. Our market leading performance contributed to us perennially being named the “Number 1 Commercial Real Estate Firm in South Florida” by the South Florida Business Journal’s Annual Book of Lists.

Since its entrance to market in 1979, CBRE has been one of South Florida’s most dominant commercial real estate services firms. The CBRE Fort Lauderdale office offers a full range of commercial real estate services, including Asset Services, Office Agency Leasing, Property Management, Project Management, Tenant Representation, Global Corporate Services, Industrial Services, Retail Services, Investment Sales, Investment Banking, Valuation and Advisory Services, and Research and Marketing Services.

The CBRE Fort Lauderdale office is able to serve our clients in every aspect of their commercial real estate needs. Offering more than 350 years of combined commercial real estate experience throughout Broward County, the Ft. Lauderdale office employs over 50 employees, including 25 real estate professionals.

Notable clients include Invesco Realty Advisor, California State Teacher’s Retirement System, Cabot Investments, TIAA, The Alter Group, VITAS, Citibank, AMB Property Group, RREEF, In-Rel, Great Pointe



# Statement of Proposed Services



Investors, Prologis, Allstate Insurance, Bank of America, Florida Power & Light, Ryder Systems, Inc., BB&T, and Regions Bank.

CBRE will create value by linking the local Ft. Lauderdale team to a deep reserve of experts and assets throughout the CBRE organization. The CBRE advantage is due to a number of key factors:

- Improved Speed to Market – with a consultant team in place and best in class research capabilities, CBRE can get started immediately
- Buyer Targeting – in addition to broad market knowledge, CBRE focuses on specific real estate product types such as vacant land, residential, retail, industrial, office uses enabling the team to quickly target logical buyers and investors
- Broad Exposure – with a database of over 120,000 active investors, CBRE is able to ensure a broad reach to the most likely buyers
- Market Recognition – CBRE is the most recognized real estate brand in the world, bringing a level of exposure unmatched in the marketplace
- Experience – having done more transactions in Florida than any other firm, CBRE has the experience to ensure a successful outcome for the city of Ft. Lauderdale.

## Public Institutions and Education solutions Group (PIES)

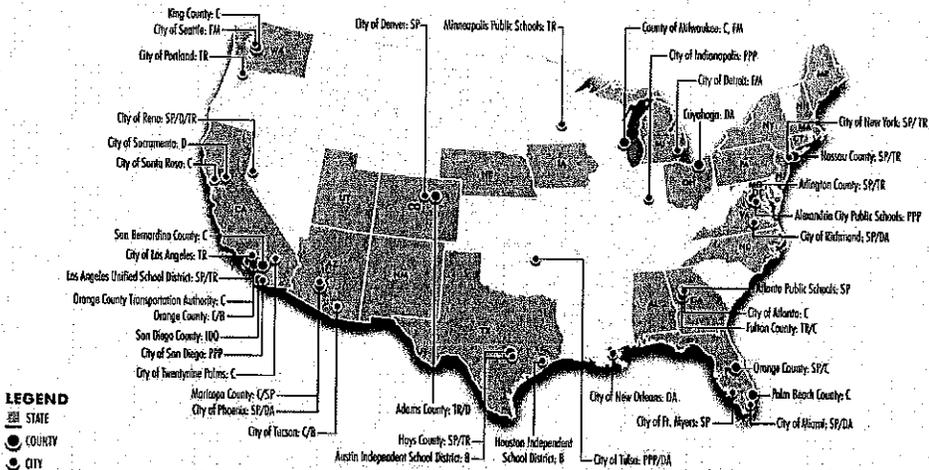
CBRE’s PIES group, based in Washington, DC, is a national division of the company that works solely with city, county, state, federal, and educational institutions to formulate and implement real estate strategies. PIES teams with CBRE’s regional and local offices to offer an integrated service platform, including strategic planning, acquisitions and dispositions, highest and best use studies, construction and development management, site selection, facility and property management, tenant representation and lease negotiations, benchmarking studies, land and facility acquisition, finance strategies for public entities and public/private partnerships. Below is a map of our team’s experience around the United States.

### CBRE STATE AND LOCAL GOVERNMENT PARTIAL CLIENT LIST

CBRE provides state and local government entities with comprehensive real estate solutions. The map below shows the entities with which we maintain current contracts or have had recent experience.

#### STATES

- Alabama: TR
- Arizona: SP/TR
- California: TR
- Colorado: SP/TR
- Connecticut: C
- Florida: SP/RA
- Georgia: SP
- Hawaii: D
- Iowa: C
- Maine: D
- Maryland: SP/TR/DA/D
- Massachusetts: TR/C, C/B (for DOT)
- Michigan: SP/TR
- Nebraska: TR
- New Hampshire: D
- New Jersey: SP/C
- New Mexico: B
- New York: TR
- North Carolina: SP/TR
- Ohio: FM
- Pennsylvania: SP/TR
- Texas: IDQ
- Utah: IDQ (for DOT)
- Virginia: TR
- Washington: TR
- Wash. D.C.: SP/TR/DA



# Statement of Proposed Services

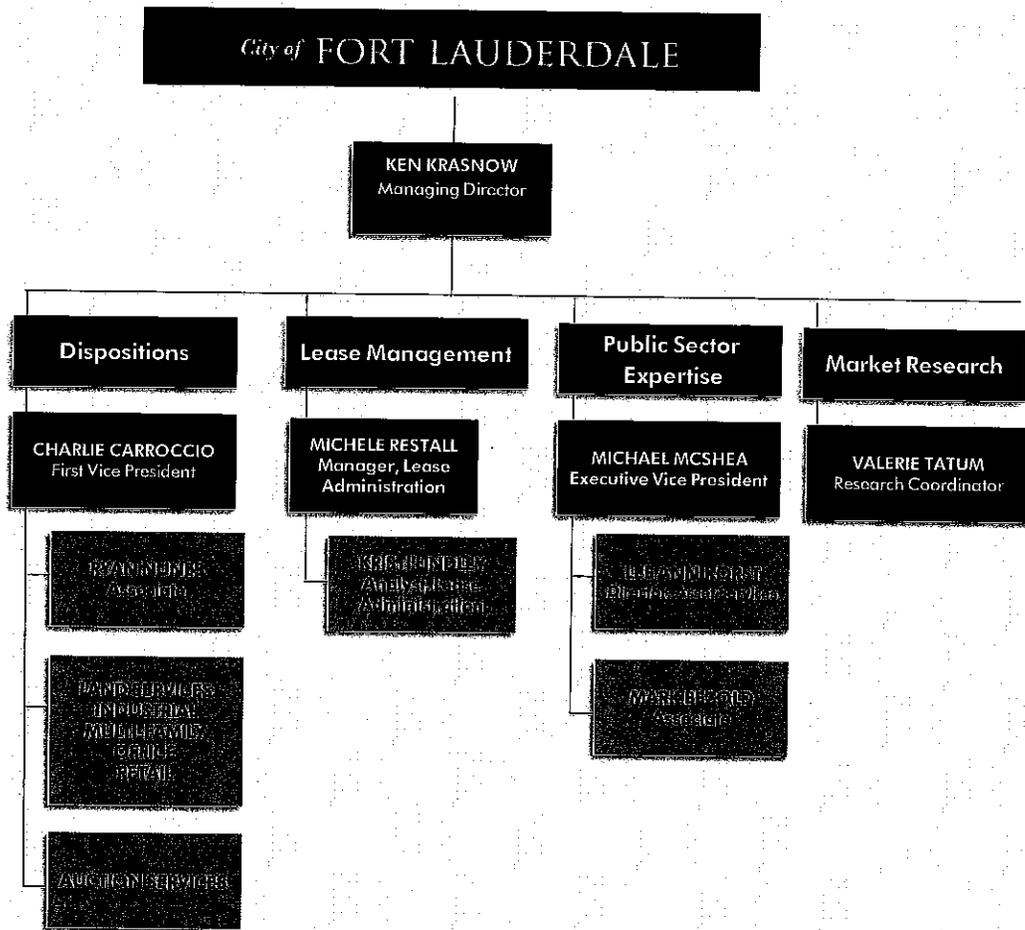


## Team Overview

Our team is composed of top professionals from our South Florida office and our national Public Sector group. This combination of local knowledge/experience and national best practices/strategic planning expertise will provide the City with unmatched results for its owned and leased assets.

Account manager Ken Krasnow will be the primary point of contact for the City and be responsible for marshaling CBRE's resources. Ken is the Managing Director of our South Florida offices and brings more than two decades of commercial real estate experience. Below is an organizational chart showing the distribution of responsibilities for our team. **Resumes can be found in Section 13.** The initial strategic planning component will be a concerted effort between both our Public Sector group (led by Mike McShea and Lee Ann Korst) and our local disposition group, led by Charlie Carroccio. This combination will allow us to incorporate national best practices with local market intelligence.

Michele Restall and Kristi Lindley will be responsible for Lease Management. Their experience with Lease Management will provide the City with a level of service that exceeds what is necessary to manage the City's portfolio.

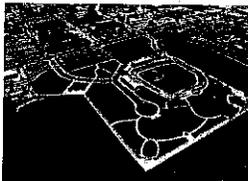


The following pages contain case studies detailing our experience with similar assignments for the Cities of Pensacola & Sacramento and the Texas Department of Transportation.



# Statement of Proposed Services

City of FORT LAUDERDALE



## CITY OF PENSACOLA

### Challenge

The City of Pensacola owns and operates a substantial amount of underutilized real estate.

Community Maritime Park is a beautiful 10-acre waterfront site in downtown Pensacola. It features a newly constructed amphitheater and a Minor League baseball stadium - home of the Pensacola Blue Wahoos. The site is otherwise undeveloped.

The City's deep-water Port is located in a historic, residential area downtown. While the City would like to see more industrial and Port users, the Port is considered a "light" Port and not conducive to heavy cargo.

The City also purchased 64 sites around the Airport to grow and develop for industrial uses.

Pensacola had no representation to proactively market and monetizes the assets at Community Maritime Park, the Airport or the deep-water Port.

### Solutions

Utilizing the State of Florida contract as a procurement vehicle, the City of Pensacola hired CBRE to conduct a highest and best use study for Community Maritime Park and as a follow on activity, CBRE will provide brokerage services for the Maritime Park, Airport and Port.

CBRE's comprehensive platform including public sector, retail, industrial, residential, hotel and marina specialists will allow the City to reach a national and global audience and help generate interest in all of the Pensacola properties.

### Results

Mid-way through the feasibility study for Community Maritime Park, the City has expressed interest in offering either land leases for individual parcels or a development package for the entire site. The preliminary study is complete and demonstrates the potential for retail, hotel, marina, and office development. Florida's top industrial broker has visited the Airport and Port sites and is currently developing a marketing plan to attract end users.

## CITY OF PENSACOLA

### MIKE MCSHEA

Executive Vice President

T 202.585.5775

F 202.783.1723

[michael.mcshea@cbre.com](mailto:michael.mcshea@cbre.com)

### QUICK FACTS

- The City of Pensacola controlled underutilized real estate at Community Maritime Park, the Airport and the deep-water Port.
- The City of Pensacola also purchased 64 sites to develop for industrial use
- City leadership partnered with CBRE to understand options that would maximize the value of their real estate assets.

### CBRE SERVICES

- Public Institutions and Education Solutions (PIES)
- Hotel Valuation
- Multi-Family
- Marina
- Retail
- Industrial

## Statement of Proposed Services

City of FORT LAUDERDALE



### CBRE, INC

Public Institutions and  
Education Solutions

### SERVICES

- Strategic Planning
- Disposition Services

### SIZE

- 3,500 Parcels
- 2 MSF

### MIKE MCSHEA

Executive Vice President

T 202.585.5775

F 202.783.1723

[michael.mcshea@cbre.com](mailto:michael.mcshea@cbre.com)

## CITY OF SACRAMENTO

### Challenge

The City of Sacramento, General Services Department Asset Management Section, oversees a portfolio of approximately 3,500 parcels, many of which are used for City operations and services. In an effort to efficiently manage the City's real estate assets and to generate revenue through disposition or lease of surplus property, the City issued a competitive solicitation to find a qualified vendor capable of developing a strategic plan that would inventory all City-owned vacant surplus and/or controlled property, and outline current use and recommendations for disposing or leasing surplus real property.

### Solution

The City of Sacramento selected CBRE as its strategic partner from a competitive pool of vendors. CBRE was tasked with: (i) providing advice regarding property valuation, (ii) portfolio organization and analysis, (iii) conceiving strategic planning scenarios for property leasing and disposal, and developing a report outlining recommendations, (iv) listing services for sale of City surplus property, (v) overseeing escrow for such sales.

### Results

Since being selected as the City's exclusive commercial real estate services provider in 2010, CBRE has delivered the following results:

- Inventoried all applicable parcels
- Captured information unique to each parcel with accompanying photographs
- Downloaded all information to a web-enabled property management software system
- Organized and prioritized each asset
- Incorporated maps unique to each parcel
- Categorized parcels by sales strategies believed to deliver the best results
  - Economic development
  - Traditional brokerage
  - Auction

CBRE is currently collecting data from the City about future real estate requirements, space utilization, energy and green initiatives, and surplus property objectives.

CBRE's analysis has provided the City with the opportunity to raise significant funds through the disposition of assets.

# Statement of Proposed Services

City of FORT LAUDERDALE

## TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT)



### CBRE, INC

Public Institutions and  
Education Solutions

### SERVICES

- Strategic Consulting
- Dispositions

### SIZE

- 4,000 Parcels

### MIKE MCSHEA

Executive Vice President  
T 202.585.5775  
F 202.783.1723  
michael.mcshea@cbre.com

### Challenge

In 2012, CBRE was engaged to provide consulting and disposition services to TxDOT. TxDOT controls a significant amount of land holdings and facilities located throughout the state of Texas and CBRE has been tasked with identifying assets which are prime disposition candidates in order to raise capital for TxDOT's aging facilities and ongoing infrastructure projects.

TxDOT engaged CBRE to first review the owned, leased, and Right of Way (ROW) land parcels in and around the city of El Paso to identify and provide estimated value of potential surplus land assets. Approximately 95% of the available data including deeds, titles and property plats and maps remained in hardcopy, hand-drawn format and often dated back to the 1930s and 1940s.

### Solution

The CBRE team comprised of consulting and brokerage leaders developed a strategic plan to conduct a deep-dive data evaluation of the ~4,000 assets, conduct stakeholder interviews onsite in Austin, TX. Once and once the surplus candidates were identified, the local market expert toured and assigned an approximate market value per parcel. The team also provided a recommendation to consolidate and relocate a high value maintenance yard. Additionally, the team urged TxDOT to consider alternative monetization opportunities including naming rights, water rights, air rights, and others. The strategic plan, recommendations, and list of proposed surplus candidates was delivered in May of 2013 for consideration.

### Results

CBRE analyzed all TxDOT assets in the Greater El Paso region and identified 19 potential surplus candidates believed to be attractive with a total disposition value of \$21M. In May 2013, CBRE presented the results of the El Paso Study and ongoing transactions to the leadership of TxDOT. TxDOT leadership approved the recommendations of the El Paso study and requested CBRE's assistance in applying the same project approach to the cities of Dallas, Ft. Worth, Houston, Austin and San Antonio by September 2013.

## Statement of Proposed Services

City of FORT LAUDERDALE

### Estimated Timetables

Our team will adjust our marketing timetable to meet the needs of the City. For the disposition of surplus assets, our goal would be to begin immediately marketing any surplus parcels ready for disposition concurrently with the development of the Strategic Plan. After identifying the disposition candidates, a marketing campaign could begin very quickly, and would generally be carried out over 3-6 months, unless directed otherwise by the City.

For assets leased by the City to 3rd party tenants, CBRE will immediately commence lease review and renewal negotiations as appropriate. To the extent that a transaction acceptable to the City cannot be negotiated with existing tenants, CBRE will immediately and broadly market the property across the universe of prospective tenants.

## Business Licenses

City of FORT LAUDERDALE



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 7, 2011

CINDY KEE  
CBRE, INC.  
11150 SANTA MONICA BLVD., SUITE 1600  
LOS ANGELES, CA 90025

Re: Document Number 847299

The Amendment to the Application of a Foreign Corporation for CB RICHARD ELLIS, INC. which changed its name to CBRE, INC., a Delaware corporation authorized to transact business in Florida, was filed on October 4, 2011.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Darlene Connell  
Regulatory Specialist II  
Division of Corporation

Letter Number: 411A00023118

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**CBRE**



# Attachment "A"



Attachment A is on the following page.

RFP NO. 535-11231

TITLE: Real Estate Brokerage Services

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name: is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name: CBRE, Inc. is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name: is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name: requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name: requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name: is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: CBRE, INC.

AUTHORIZED COMPANY PERSON: Kenneth Krasnow (NAME), [Signature] (SIGNATURE), 7/24/13 (DATE)

STATE OF Florida
COUNTY OF Palm Beach

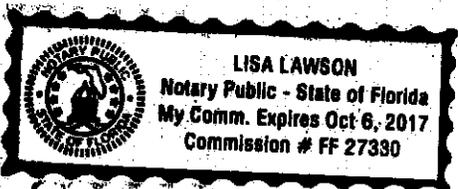
The foregoing instrument was acknowledged before me this 24th day of July, 2013, by Kenneth Krasnow and [Signature] respectively, as [Signature] They are [X] personally known to me or [ ] have produced identification.

(SEAL)

[Signature: Lisa Lawson] - Florida
Notary Public, State of
(Signature of Notary taking Acknowledgment)

Lisa Lawson
Name of Notary Typed, Printed or Stamped

My Commission Expires: 10-6-17
FF 27330
Commission Number



# Evidence of Insurance

City of FORT LAUDERDALE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)  
5/10/2013

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 A MEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE OF A CONTRACT BETWEEN THE ISSUING INSURER(S), A 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>INSURED:</b> 801 Risk Services of the Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> PHONE (LOCAL): 866) 283-1122 PHONE (TOLL FREE): (41) 963-6360
<b>INSURED:</b> CEREGROUP, Inc., and Subsidiaries 301 Merritt, 2nd Floor Norwalk, CT 06851	<b>INSURER A:</b> Zurich American Insurance Company 16536 <b>INSURER B:</b> ADE Property & Casualty Insurance Co. 20699 <b>INSURER C:</b> American Zurich Insurance Company 40142 <b>INSURER D:</b> Factory Mutual Insurance Company 21482 <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**  
 THIS IS TO CERTIFY THAT 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.

PKT. NO.	TYPE OF INSURANCE	POLICY NO.	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRES DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> COV. LAG OR CREDIT LIMP APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input checked="" type="checkbox"/> LOC		010233419811	3/1/2013	3/1/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (IS sum of): \$20,000 MED EXP (any one person) \$10,000 PERSONAL AND ADV NURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCT'S COMBOD AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		849233420011	3/1/2013	3/1/2014	COMBOD SINGLE LIMT (IS accident) \$2,000,000 BODILY INJURY (Rt accident) BODILY INJURY (Rt accident) PROPERTY DAMAGE (Rt accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIMP <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> ACCESS LIMP <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000		200 027050438	3/1/2013	3/1/2014	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000
A	VEHICLES COVERED WITH AUTO LIABILITY LIMP AN-PROPRIETOR PARTNER/EXECUTIVE OTHER DRIVERS EXCLUDED (if listed in list)	Y/N	0031496307	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> NO WAIVER TO POLICY <input type="checkbox"/> BIL-TER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-C.A. EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMP \$1,000,000
D	BUSINESS PERSONAL PROPS TENANT IMPROVEMENTS		110262	3/1/2013	3/1/2014	All Risk Form \$10,000 Deductible Replacement Cost \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)  
 The Certificate Holder is included as an additional insured, with respect to Commercial General Liability, to the extent required by written contract.

<b>CERTIFICATE HOLDER</b>  	<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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## Availability of Resources

City of FORT LAUDERDALE

### ABILITY TO ASSIGN APPROPRIATE RESOURCES IN A TIMELY MANNER

One of the many benefits to partnering with CBRE is our depth of resources. As the largest commercial real estate firm in the world, we have access to more resources than any other real estate service provider. It will be Ken Krasnow's responsibility to marshal the appropriate resources for each task required by the City. As Managing Director for Broward and Palm Beach Counties, Ken is uniquely positioned to bring together all of the necessary resources in support of this contract.

## Additional Services

City of FORT LAUDERDALE

### ADDITIONAL SERVICES AVAILABLE IN-HOUSE

#### Auction Services

We offer a comprehensive suite of auction services to the extent that conducting auctions for certain properties is CBRE's recommended course of action. The City can benefit from an experienced and nationally recognized auction team that leverages all of CBRE's platform.

<b>AUCTION FORMATS</b> Open Outcry Sealed Bid Online	<b>AUCTION TERMS</b> Absolute Minimum Bid Reserve	<b>AUCTION FORUMS</b> Single Property Portfolio
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Benefits of property auction can include:

- Speed and certainty of sale
- Maximization of asset value
- Allows for portfolio sales to individual buyers on a date certain
- Reduces operating costs on maintaining under-utilized assets
- the City will retain control of the transaction structure and disposition process
- "As-is", "where-is" sale with no contingencies
- Our auctions have a 99.9% closing rate once the property is under contract
- Establishes value for difficult-to-value special purpose City properties
- Aggressive auction marketing programs ensure interest and market visibility

## Additional Services

City of FORT LAUDERDALE

### Leased Asset Evaluation

- While not mentioned in the RFP, CBRE could also evaluate any of the City's leased assets. We would consider elements such as:
  - Rent paid by the City vs. Market
  - FTE's Utilization/Efficiency
  - Expirations
  - Relocation Opportunities
  - Landlord Compatibility
  - Cost to Occupy/FTE
  - Agency Locations
- CBRE would use this review period to identify locations with the potential to generate savings through new leases, renegotiation or termination. Such leases may include those properties where:
  - Rental rates, escalations, expenses or additional charges are above current market rates
  - Lease terms or provisions fall outside of standard market practices or are otherwise detrimental to the best interests of the City
- Operations Needs Assessment
  - CBRE would review departmental service delivery needs and how owned and leased real estate supports the mission
  - Department needs would then be reviewed to determine which leases are recommended for continued operations
  - Agency staff forecasts, working relationships, and adjacency requirements would be reviewed to determine their impact on costs, space needs and the feasibility of collocation or consolidation strategies

### Valuation & Advisory Services

CBRE's Valuation and Advisory Services provides accurate, reliable and timely valuations (appraisals) that are critical to the success of every real estate transaction or financing. The group services all types of real estate, ranging from specialty properties such as hotels, healthcare facilities and regional malls to commercial and residential properties including office, retail, industrial and multi-family. CBRE supported 118,400 valuation and advisory assignments in 2012.

Services include market value appraisals, highest and best use studies, litigation support, lease analysis, discounted cash flow analysis (using all commercial cash flow programs), market analysis, product absorption studies, portfolio valuation and analysis, and ad valorem tax appraisals and representation.

The group has a worldwide presence spanning 58 countries. There are also over 1,500 appraisal professionals across the globe and available to provide seamless valuation services by leveraging the global platform.

## Additional Services

City of FORT LAUDERDALE

### Project Management

CBRE employs the largest network of real estate project (construction) managers in the world.

- 2,900+ project management team members worldwide, including over 1,600 in the Americas
- \$14.6 billion in managed capital projects and new construction for 2010
- 50,000+ projects managed annually
- 20,000+ individual client moves managed annually
- 200+ LEED Accredited Professionals in Project Management
- Dedicated and variable staffing solutions
- Industry-leading proprietary technology
- Consistent, codified process
- Integrated delivery with other CBRE service lines

CBRE has been providing Project Management Services for our clients since 1948 and leads the industry in end-to-end project management and move management services.

### Fees

The fees for the additional services described above can vary widely depending on scope and scale of the assignment. As such, to the extent the City requires any of the supplemental services mentioned, we suggest the fees be negotiated as the assignment becomes better defined.

## References



City of Pensacola	
<b>Agency</b>	City of Pensacola
<b>Address</b>	222 W. Main Street Pensacola, FL 32502
<b>Telephone Number</b>	850.436.5654
<b>Contact</b>	M. Clark Merritt – Economic Opportunity & Sustainability Administrator
<b>Dates of Service</b>	May 2013 - Ongoing

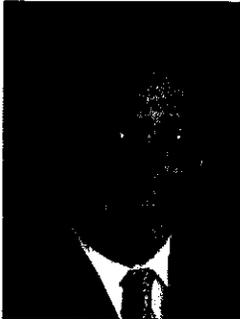
Texas Department of Transportation	
<b>Agency</b>	Texas Department of Transportation
<b>Address</b>	125 East 11 <sup>th</sup> Street Austin, TX 78701
<b>Telephone Number</b>	512.305.9508
<b>Contact</b>	Scott Leonard – Chief Strategy & Administrative Officer
<b>Dates of Service</b>	September 2012 - Ongoing

State of Florida	
<b>Agency</b>	Department of Management Services
<b>Address</b>	4050 Esplanade Way, Tallahassee, FL 32399
<b>Telephone Number</b>	850.488.0439
<b>Contact</b>	Bryan Bradner
<b>Dates of Service</b>	2008 - Ongoing

## Additional Attachments

City of FORT LAUDERDALE

### RESUMES



**KENNETH M. KRASNOW**

Managing Director  
 T: 954 3311738  
 F: 954 4683069  
 ken.krasnow@cbre.com

CBRE, Inc.  
 Licensed Real Estate Broker

Kenneth Krasnow joined CBRE in May 2011 as Managing Director, South Florida and is responsible for overseeing the firms overall strategic business objectives and day-to-day operations for the four South Florida offices in Palm Beach, Broward & Miami-Dade.

Mr. Krasnow brings more than 25 years of experience in commercial real estate services. Most recently, he was Managing Director at Massey Knakal Realty Services, the leading investment sales firm in New York City. There he stabilized and grew its Brooklyn office, increasing its market share by a third. Prior to that position, he was Chief Operating Officer for statewide operations of Apartment Realty Advisors based in Boca Raton where he doubled the existing brokerage staff and opened offices for the firm in Tampa and Orlando.

In the New York area, he also held executive positions for Trammell Crow Corporation and Cushman & Wakefield (Cushman). At Cushman, where he served for 18 years, he was responsible for the overall operations of the New York area profit center which encompassed over 200 brokerage professionals. After the events of September 11, 2001, within two years, Mr. Krasnow brought his region in New York back to record revenues (at that time) of approximately \$200 million. He began his career as a leasing broker and was responsible for more than 3 MSF of Class A building agencies in New York City.

### ACHIEVEMENTS

- "Top 50 Leaders in Commercial Real Estate" by Real Estate Weekly
- Real Estate New York's "Top 40 Under 40"
- "Next Great Leaders" by Real Estate Forum
- "Friends of Island Academy" recipient of Percy Douglass Award

### CREDENTIALS

#### Professional Affiliations/Accreditations

- Licensed Real Estate Broker, Florida
- Member, The Real Estate Board of New York (REBNY)
- Member, CoreNet Global
- Member, Young Men's/Women's Real Estate Association of New York (YM/WREA)
- Member, Urban Land Institute
- Member, Association for a Better New York (ABNY)

#### Educations

- Bachelor of Administration, Finance, Emory University
- Graduate studies, New York University

## Additional Attachments



**MICHAEL B. MCSHEA**  
Executive Vice President  
michael.mc Shea@cbre.com  
T: 202.585.5775  
C: 202.669.2580

### ROLE: PUBLIC SECTOR STRATEGIES

#### REPRESENTATIVE CLIENTS:

- City of Indianapolis
- City of Miami
- City of Pensacola
- City of Reno
- City of Sacramento
- City of San Diego
- City of Tulsa
- Cuyahoga County
- District of Columbia
- Fairfax County
- Marin County
- Orange County, CA
- State of Alabama
- State of Arizona
- State of Colorado
- State of Florida
- State of Maryland
- State of Michigan
- State of New York
- State of Pennsylvania

Mike McShea, Executive Vice President, is a co-leader of CBRE's state and local government practice. In this role, Mike provides portfolio optimization, strategic planning, brokerage, development advisory and other associated real estate services to government and education institutions nationwide.

### STRATEGIC PORTFOLIO MANAGEMENT EXPERIENCE

Mike has managed portfolios and has developed and implemented strategic plans on behalf of dozens of public sector entities in the course of his career. He has implemented strategic real estate plans for the states of Alabama, Arizona, Colorado, and Pennsylvania, as well as the City and State of New York.

Mike recently delivered strategic plans to the states of Florida, Maryland and Michigan and the City of Reno, NV, and is currently working with each entity to implement the associated portfolio recommendations.

Some of the largest projects Mike has worked on involved the renegotiation of government centers in Tallahassee, FL. These projects encompassed 1.5 MSF of leased space and resulted in more than \$60 million in savings to the State.

Mike was responsible for the oversight of a contract with the Government of the District of Columbia. This project involved the restructuring of over 1 MSF of municipal space under the auspices of the congressionally established Financial Control Board.

### DEVELOPMENT ADVISORY EXPERIENCE

Mike has provided development consulting services for the College of William & Mary, Alexandria City Public School System, American Frontier Culture Museum, James F. Oyster School, National Institutes of Health, John Hopkins Applied Research Laboratory and the University of Cincinnati.

He is currently advising the City of Indianapolis on the redevelopment of a city block in one of its strongest retail corridors through a public-private partnership.

### EDUCATION

Bachelor of Science, Business and Management, University of Maryland.

### INDUSTRY RECOGNITION / SCHOLARSHIP

Mike has delivered guest lectures on various topics involving corporate, municipal and educational real estate to the National Association of College & University Business Officers (NACUBO), National Association of State Facility Administrators (NASFA), American Institute of Architects, California Association for Local Economic Develop and the Keenan Flagler Business School at the University of North Carolina Chapel Hill.

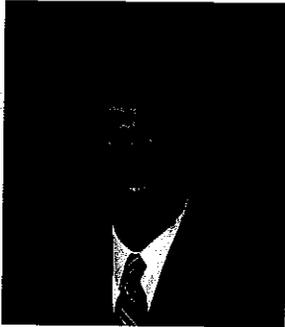
### AWARDS

- United States Conference of Mayors Outstanding Achievement in Public Private Partnership, City of Tulsa, City Hall Acquisition
- National Association of State Facility Administrators Outstanding Achievement Award, Portfolio Management with the State of Michigan
- Washington Business Journal Best Office Lease and Best Residential Development Transaction



## Additional Attachments

City of FORT LAUDERDALE



**CHARLIE CARROCCIO**

First Vice President

T: 561.393.1628

F: 561.393.1650

charlie.carroccio@cbre.com

**CLIENTS REPRESENTED**

- AIG
- AOL
- American Red Cross
- AVAYA
- Discovery Communications
- DISYS
- Dun and Bradstreet
- Global Logic
- Hitachi Data Systems
- Johns Hopkins University
- Johnson Lambert & Company
- Micro Focus
- Northrop Grumman
- United Biosource Corporation
- Verizon
- Pricewaterhouse Coopers
- Nielsen Media

**RESPONSIBILITIES**

Charlie Carroccio exclusively represents tenants in the leasing, acquisition, and disposition of commercial office and industrial properties. Throughout his seven year career, Mr. Carroccio has successfully completed over \$654 million in transactions in excess of 4,200,000 square feet of space.

A talented strategist and negotiator, Mr. Carroccio is also skilled at multi-market portfolio management. He leverages CBRE's Lease Administration, Consulting, Financial, Econometric Forecasting, and LEED expertise to ensure corporations optimize their national real estate portfolios.

Mr. Carroccio is an expert at identifying locations that fit his clients' operational, financial, and qualitative requirements—and at negotiating best-in-market lease terms while retaining the flexibility for his clients to adapt to business and industry changes.

**SIGNIFICANT ASSIGNMENTS**

Client	Square Feet	Transaction Type
■ AOL	696,000 SF	Building Disposition
■ Northrop Grumman	344,000 SF	Building Acquisition
■ Telecommunications Co.	117,000 SF	Lease Acquisition
■ Pragmatics	95,000 SF	Building Acquisition
■ Sprint	89,000 SF	Lease Disposition
■ University of the District of Columbia	88,000 SF	Lease Acquisition
■ TASC	62,000 SF	Lease Acquisition
■ Orbital Sciences	45,000 SF	Lease Acquisition
■ SRA International	45,000 SF	Lease Acquisition
■ Discovery Communications	42,000 SF	Lease Acquisition
■ Johns Hopkins University	42,000 SF	Lease Acquisition
■ The Avalon School	10.53 acres	Campus Acquisition

**ACHIEVEMENTS**

- Named one of the "Top 35 Under 35" professionals in Commercial Real Estate

**EDUCATION**

- Washington & Lee University, Bachelor of Science in Business Administration



## Additional Attachments

City of FORT LAUDERDALE



### **MICHELE RESTALL**

Manager, Lease Administration

T: +1 407.404.5034

F: +1 407.404.5000

michele.restall@cbre.com

### **RESPONSIBILITIES AND EXPERIENCE**

Michele Restall has been involved in commercial real estate management for over 13 years, with a specialty in industrial, office, and retail properties. Michele is an accomplished manager who specializes in lease administration, audits, budget preparation, operating expense reconciliations, accounts receivables, and supervision and training of team members. Her accounting software experience includes Yardi, MRI, Skyline, AMSI, Timberline, CTI, and Kardin.

Michele was instrumental in the development of Shared Services Group (SSG) in 2005. SSG provides support to Real Estate Managers and their staff ensuring that CBRE Standards are adhered to for all Asset Services clients.

SSG has two very important components. The first is new hire mentoring. New hires gain procedural and software training and exposure to many critical components of what is required of property management. The second component is the leveraging of technical innovations while improving and maintaining the value provided to Corporate Clients.

Shared Services Group provides all six Florida markets with the following services:

- Lease abstract completion, floor inventory, OFAC reports
- Use/Restrictions/Exclusives language compilation for retail leases
- CAM reconciliation reviews
- Benchmark portfolio income and expenses
- Kardin and Excel budget/reforecast training and on-going mentoring
- New property transition assistance
- Estoppel preparation and analysis
- New hire training of CBRE Standards
- Accounts Receivable reconciliations
- Tenant/Vendor file set up

### **ACHIEVEMENTS**

- CBRE Florida Asset Services Shining Star Award, 2012Q4
- CBRE Catalyst Award, 2011
- CBRE Ambassador Award, 2010
- Best Team Player, 2003
- BOMA Atlanta TOBY Award, 1999

## Additional Attachments

City of FORT LAUDERDALE



**LEE ANN KORST**  
 Director, Asset Services  
 Orlando

T: 407.839.3180  
 C: 850.251.9319  
 F: 407.404.5001  
 leean.korst@cbre.com

### PROFESSIONAL EXPERIENCE

Lee Ann Korst brings vast experience in property management and public service to her role as Director of Asset Services for the Orlando market. Lee Ann most recently served as First Vice President in CBRE's Tallahassee office, as part of the Public Institutions and Education Solutions (PIES) Group, responsible for client relations and business development for the Southeast region state and local governments. She currently devotes a portion of her time to CBRE's public sector group.

Before joining CBRE in 2010, Lee Ann worked for Equity Office Properties for over ten years, ultimately serving as General Manager of One Ninety One Peachtree Tower in Atlanta, a 50-story, 1.2 MSF office tower in downtown Atlanta.

After her tenure with Equity, Lee Ann served in multiple roles in Florida state government, including Director of Real Estate for Florida's Department of Management Services, where she maintained oversight of 7.9 MSF in the Florida Facilities Pool as well as 10 MSF of private sector leasing for all state agencies.

### ACHIEVEMENTS

- 2002 TOBY Winner (over 1,000,000 SF category)
- TOBY Judge (250,000- 499,000 SF category), 2000 and 2001
- 1999 Equity Office Properties Building of the Year
- 1999 TOBY (The Office Building of the Year) Winner (100,000 – 249,000 SF category)

### PROFESSIONAL AFFILIATIONS AND ACCREDITATIONS

- Member - Capital City Tiger Bay Club
- Steering Committee, FSU Real Estate Trends Conference
- Tallahassee Chamber of Commerce Action 2010 Committee
- Member - Governor's Mansion Commission, 2003 – 2006
- Board of Directors, Girl Scouts of the Apalachee Bend
- Blueprint 2000, Capital Cascades Executive Advisory Committee
- Licensed Real Estate Agent

### EDUCATION

- Oglethorpe University, Atlanta, GA; Master's in Business Administration
- Illinois State University, Normal, IL; Bachelor's of Science in Management and Quantitative Methods
- Harvard University - Strategic Negotiations: Deal Making for the Long Term - Public Institutions and Education Solutions

## Additional Attachments

City of FORT LAUDERDALE



### MARK P. BEZOLD

Associate  
Public Institutions & Education  
Solutions

T: 202.585.5684

C: 571.643.1710

F: 202.783.1723

mark.bezold@cbre.com

### REPRESENTATIVE CLIENTS:

- State of Maryland
- City of Roseville, CA
- City of Gary, IN
- Maryland Health Benefit Exchange
- District of Columbia Retirement Board
- Broydrick & Associates
- Fathi & Associates
- Strategic Media Services

### PROFESSIONAL EXPERIENCE

Mark P. Bezold is an Associate with CBRE's Public Institutions and Education Solutions group (PIES). In this role he specializes in advising and representing State & Local governments around the United States, with a focus on strategic planning and executing transactions. Current assignments include the creation of a Strategic Plan for the City of Roseville, development advisory for the State of Maryland and City of Gary, Indiana, and tenant representation for the District of Columbia Retirement Board.

Mr. Bezold has completed the CBRE Wheel Program, commercial real estate's premier training program, which exposes members to a broad spectrum of real estate services. He has experience in Global Corporate Services, Tenant Representation, Agency Leasing, and Investment Sales. This diverse background gives Mr. Bezold a deep knowledge base and breadth of experience to best serve his clients.

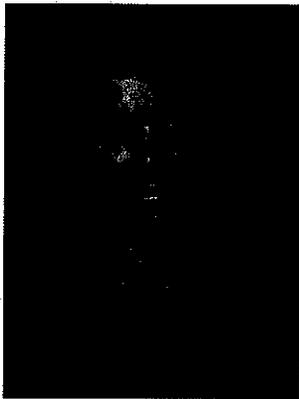
### EDUCATION

- Mr. Bezold has a Bachelor of Arts with Distinction in Economics and a minor in Urban and Environmental Planning from the University of Virginia. While at UVA Mr. Bezold was the Captain of the nationally-ranked Virginia Men's Rowing team.

### CREDENTIALS

- Licensed Real Estate Salesperson in the District of Columbia, Maryland, and Virginia.

## Additional Attachments



**RYAN NUNES**  
 Associate  
 T: 954.331.1711  
 F: 954.337.2317  
 ryan.nunes@cbre.com

CBRE, Inc.  
 Licensed Real Estate Broker

**CLIENTS REPRESENTED**

- Cambridge Associates
- Cavalier Telephone
- Emcor Government Services
- GridPoint
- Juvenile Diabetes Research Foundation
- Mitsubishi Digital Electronics of America
- ModSpace
- National Center for Missing and Exploited Children
- Personal Care Products Council
- Rexahn Pharmaceuticals
- RTKL
- URS Corporation

Ryan joined CBRE in 2013. Before coming to South Florida, Ryan worked with Studley in Washington, DC beginning in 2006. He has created financial models and cost analysis for real estate projects throughout the United States. He also has a breadth of experience in headquarters relocation assignments as well as the consolidation of multiple facilities.

Ryan has completed numerous mathematics based analytical projects, receiving awards from multiple institutions. He also holds a patent on a pseudo-random number generator, which utilizes an irrational number table interacting with a Fibonacci Series. The generator has broad applications in encryption and computer security. His strong mathematics background, combined with his prior experience in marketing and public relations, gives him the ability to fully serve a client's planning and analytical needs.

Ryan has been a guest lecturer at Georgetown University's McDonough School of Business and Catholic University's Columbus School of Law.

**SIGNIFICANT TRANSACTIONS**

Client	Square Feet	Transaction Type
■ URS Corporation	2.6 million SF	Lease
■ Cambridge Associates	160,000 SF	Lease
■ NCMEC	120,000 SF	Lease
■ RTKL	60,000 SF	Lease
■ ModSpace	57,000 SF	Lease
■ Emcor Government Services	34,000 SF	Lease

**ACHIEVEMENTS**

- Awarded CoStar Powerbroker award in Washington, DC for his work on Mitsubishi Digital Electronics of America transaction.

**PROFESSIONAL AFFILIATIONS**

- Licensed Real Estate Salesperson - State of Florida

**EDUCATION**

Ryan received a Bachelor of Arts degree in Sociology from The University of Pennsylvania.

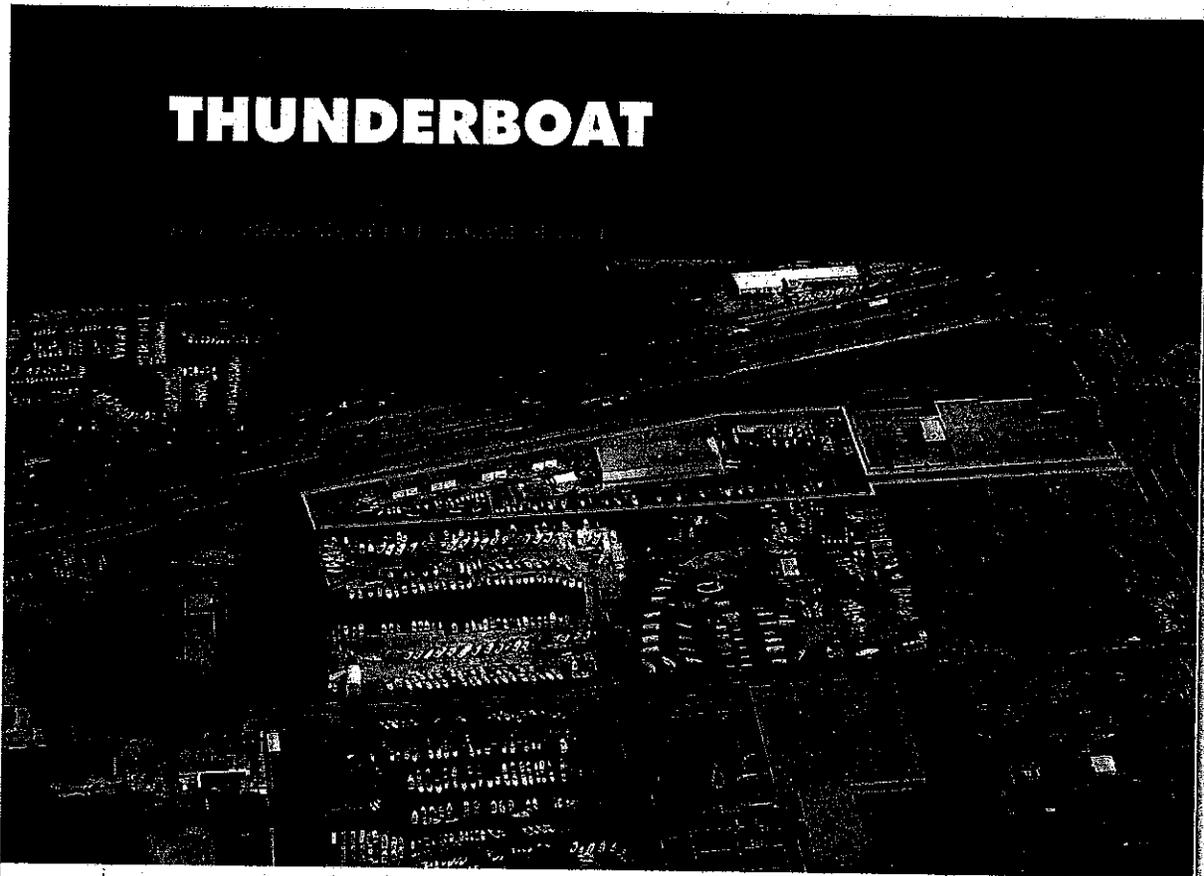
ADDITIONAL ATTACHMENTS | PAGE 33



## Additional Attachments

City of FORT LAUDERDALE

### SAMPLE MARKETING MATERIALS



#### FEATURES

- Prestigious Fort Lauderdale location
- 50 new wet slips
- 396 dry racks
- Price: \$5,900,000
- Covered Surface Storage
- Boatyard
- \$13,229 per slip
- \$18.53 per SF of Gross Land Area

[www.cbre.com/thunderboatmarina](http://www.cbre.com/thunderboatmarina)

This property is located in a Special Flood Hazard Area. Federal law requires that as a condition of obtaining federally related financing on most properties located in "flood zones", banks, savings and loan associations, and some insurance lenders must require that flood insurance be carried where the property, real or personal, is security for the loan.

#### FOR MORE INFORMATION PLEASE CONTACT:

**Jeff Carson, MAI**  
Vice President  
+1 386 672 3339  
[jeff.carson@cbre.com](mailto:jeff.carson@cbre.com)

**Mike Nissley**  
Senior Vice President  
+1 404 504 5970  
[mike.nissley@cbre.com](mailto:mike.nissley@cbre.com)

**CBRE, Inc. | Licensed Real Estate Broker**

189 S. Orange Avenue | Suite 1900 | Orlando, FL 32801 | [www.cbre.com/orlando](http://www.cbre.com/orlando)

© 2013 CBRE, Inc. This information has been obtained from sources believed reliable. We have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

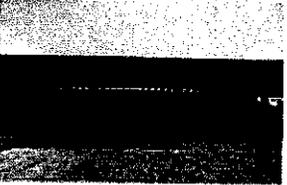
**CBRE**

**CBRE**

# Additional Attachments

City of FORT LAUDERDALE

# THUNDERBOAT



### OFFERING SUMMARY

**Property Name** Thunderboat Marina  
**Mailing Address** 2051 Griffin Road  
 Fort Lauderdale, Broward County, FL 33312  
**Assessor's Parcel Numbers** 5042-28-01-0150  
 5024-28-01-0200

**Property Rights Being Sold** Fee Simple subject to short term leases  
**Upland Land Area (Estimated)** 6.31 AC 274,787 SF  
**Submerged Land Area (Estimated)** 1.00 AC 43,560 SF  
**Gross Land Area (Estimated)** 7.31 AC 318,347 SF  
**Flood Zone Disclosure** The subject is located adjacent or within a portion of Flood Zone X. As with most waterfront property, the subject will require Flood Insurance

Building Area	Size	Occupancy
Marina Sales and Parts Building	1,483 SF	100%
Enclosed Service Area	9,635 SF	100%
Covered Service Area	16,279 SF	100%
Dry Rack Storage Building	25,396 SF	100%
Covered Storage Area	36,476 SF	100%
Air Conditioned Attendants Building	267 SF	100%
One Story Office	160 SF	100%
One Story Marine Connection Building		
Gross Building Area	85,896 SF	
Current Building Occupancy	100.0%	

Non-Building Areas	Size	Occupancy
Wet Slips	50 Slips	70%
Dry Covered Storage Spaces	396 Slips	70%
Covered Surface Storage Spaces	28 Slips	70%
<b>Total Slips</b>	<b>471 Slips</b>	<b>70%</b>

Pro Forma Operating Data	Total
2012 Actual Income	\$1,273,029
Estimated Operating Expenses	\$700,166
Expense Ratio	55%
Net Operating Income	\$572,863

VALUATION	Total
Asking Price	\$3,900,000
Overall Capitalization Rate	9.71%

The data contained herein is believed to be accurate, but is not warranted. The buyer is advised to verify all data independently. CBRE is not responsible for any errors contained herein.



ADDITIONAL ATTACHMENTS | PAGE 35



## Additional Attachments

City of FORT LAUDERDALE

### THIRD-PARTY RECOGNITION OF SERVICE EXCELLENCE

A few examples of our many awards and accolades include:

-  • The Wall Street Journal: Best Real Estate Brand for Reputation, 2011
-  • Fortune 500: #416 for 2012
-  • Standard & Poor's: The first CRE company on the S&P 500
-  • Businessweek: #25 among Businessweek's Top 50 companies
-  • International Association of Outsourcing Professionals (IAOP): #4 outsourcing services provider across all industries and the highest-ranked real estate services company in 2012; International Association of Outsourcing Professionals (IAOP): CBRE Named Top Outsourcing Firm for Corporate Responsibility
-  • The Lipsey Company Brand Survey: #1 Most Admired Brand in 2012 – 12th consecutive year
-  • National Real Estate Investor: Ranked #1 for the Top 25 Property Managers
-  • CREW (Commercial Real Estate Women) Network: 2012 "Circle of Excellence Award" CBRE's strong commitment to workplace diversity and long-term support of the group's groundbreaking research on diversity, which CBRE has sponsored since 2004.

## Additional Attachments



### ADDENDUMS

We have included Addendums 1 and 2 on the following pages.



## **ADDENDUM NO. 1**

**RFP 535-11231  
Real Estate Brokerage Services**

**ISSUED June 26, 2013**

1. This addendum is being issued to provide responses to questions posed at the pre-proposal meeting held on June 21, 2013.

1. Q. Is there a list of the City properties?  
A. The list of properties has been uploaded as Exhibit 1 and Exhibit 2.
2. Q. If there are liens on the properties, will the City be satisfying the liens?  
A. As you cannot lien municipal property, it is moot. But, if the property is impaired, the determinations will be on a case-by-case basis.
3. Q. How many City owned properties have existing leases and what are their values?  
A. The list of City leases has been uploaded as Exhibit 3.
4. Q. Define lease management, lease administration.  
A. Lease management means (1) ensuring that the Lessee's obligations, including payment, under the lease are being met; and, (2) acting as the City's agent in dealing with the Lessee. City will handle property maintenance, though Contractor should advise City of property maintenance issues.
5. Q. What is the process to sell the 140 parcels?  
A. Please refer to the Fort Lauderdale Charter, uploaded as Exhibit 4.
6. Q. Is there a limit to how the properties can be marketed?  
A. The marketing plan will be developed by the Contractor and approved by the City. The Contractor will be able to market the properties on their website as well as the MLS and other conventional means.
7. Q. Are there priority parcels?  
A. The City will be looking to the Contractor to help establish the priority. For the most part, priority will be consistent with marketability.
8. Q. Are the properties as City as a tenant included in this contract or just City as Lessor?  
A. Just as Lessor.
9. Q. Does this proposal include property acquisition?  
A. No
10. Q. Who is responsible to pay the commission on lease management?  
A. Dependent upon terms of current leases. Ultimately, new leases would be a cost of the Lessee.
11. Q. How does Contractor get paid?  
A. Contractor should propose payment terms in their response.
12. Q. Is Contractor paid in the same manner for lease renewals?  
A. Contract should propose payment terms in their response.



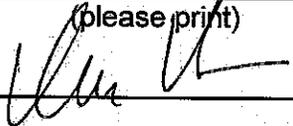
City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

13. Q. Does the City limit the number of years for leases?  
A. Yes, Please refer to the Fort Lauderdale Charter, uploaded as Exhibit 5
14. Q. Is there compensation for existing leases?  
A. Yes
15. Q. What percentage of the 140 properties is commercial vs. residential?  
A. Percentage is unknown. Maps are provided showing commercial and residential properties.
16. Q. Please clarify affordable housing requirement.  
A. Please refer to Florida Statute 166.0451 that has been included as Exhibit 6.
17. Q. Is there a value if City gives away properties?  
A. Contractor will not be involved in any sales where the property will not be sold for market value.
2. The deadline to pose questions has been changed to Monday, July 1, 2013.
3. The opening date of this Request for Proposal has been changed to July 25, 2013.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB  
Procurement Specialist II

Company Name: CBRE, Inc.

Bidder's Signature: (please print)  


Date: 7/24/13



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 2

RFP 535-11231  
Real Estate Brokerage Services

ISSUED July 3, 2013

This addendum is being issued to make the following change:

The following is now part of the General Conditions:

**5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:**

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB  
Procurement Services Division

Company Name: \_\_\_\_\_ CBRE, Inc.

(please print)

Bidder's Signature: \_\_\_\_\_ [Signature]

Date: \_\_\_\_\_ 7/24/13



City of Fort Lauderdale • Procurement Services Division  
 100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301  
 954-828-5933 FAX 954-828-5576  
 purchase@fortlauderdale.gov

**EXHIBIT C**

**ORIGINAL  
 BID**

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

**Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.**

Pursuant to Section Part IV, Item 3.B:

Provide a single fixed Broker's fee for **new leases** where the broker is the procuring cause of the new lease.

4 %

Provide a single fixed management fee for **management of existing leases**

3 %

Submitted by: \_\_\_\_\_

(signature)

Name: \_\_\_\_\_

Ken Krasnow

(printed)

Title: \_\_\_\_\_

Managing Director

Company: (Legal Registration) \_\_\_\_\_

CBRE, Inc.

Date: \_\_\_\_\_

Sept. 23, 2013

**CONTRACT  
 COPY**

CBRE, Inc.  
 RFP 535-11231, Real Estate Brokerage Services  
 Best and Final Offer