

**SIXTH AMENDMENT TO AGREEMENT FOR
PROGRAM MANAGER/OWNER'S REPRESENTATIVE SERVICES**

between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

and

CBRE | HEERY, INC.

THIS SIXTH AMENDMENT to the Program Manager/Owner's Representative Services Agreement by and between The School Board of Broward County, Florida ("**SBBC**") and CBRE | Heery, Inc. ("**CBRE**") dated August 18, 2015 (the "**Agreement**"), is hereby entered into this ____ day of _____ 2019.

WHEREAS, SBBC and CBRE acknowledge and agree that the Agreement is in full force and effect as revised by the First Amendment dated May 2, 2017, the Second Amendment dated April 24, 2018, the Third Amendment dated August 7, 2018, the Fourth Amendment dated October 16, 2018, the Fifth Amendment dated November 7, 2018 and this Sixth Amendment; and

WHEREAS, the Third Amendment, among other things, provided an opportunity for the Parties, via mutual agreement, to extend the term of the Agreement as follows: *First Renewal Period* commencing on August 19, 2018 through and including October 18, 2018 (60 days), *Second Renewal Period* – October 19, 2018 through and including August 20, 2019 (305 days), *Third Renewal Period* – August 21, 2019 through and including August 20, 2020 (365 days), and an additional one hundred eighty (180) day period beyond the conclusion of the Third Renewal Period.

WHEREAS, the parties mutually desired to extend the term of the Agreement by exercising their option for the Third Renewal Period for an additional three hundred sixty five (365) days (the "Third Renewal Period") commencing on August 21, 2019 through and including August 20, 2020 at a fee referenced herein.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. The recitals contained herein are true and correct and are incorporated herein by reference.

2. **Exercise of Third Renewal Period.** The parties agree to exercise the Third Renewal Period as revised through this Sixth Amendment to extend the term of the Agreement from August 21, 2019 through and including August 20, 2020.

3. **Scope of Services and Fees.** CBRE's scope of services shall remain unchanged and Fees as defined in the Agreement are hereby increased to include the timeframe of the Third

Renewal Period identified within the "*CBRE / Heery - Owner's Representative Services - Staffing Plan*" (the "Staffing Plan"), attached hereto and incorporated herein as **Attachment B**.

4. CBRE's fees shall be increased as set forth in the Staffing Plan by a not-to-exceed amount of **Twenty Million, Seven Hundred and Seventy Thousand Dollars and 00/100 Cents (\$20,770,000.00)** for the term of this Sixth Amendment. The not-to-exceed amount for years one (1) through five (5) of the Agreement and all Amendments shall not exceed **Sixty-Five Million, Seven Hundred Fifty-Eight Thousand Dollars and 00/100 Cents (\$65,758,000.00)**.

5. Upon agreement between CBRE and the Chief Facilities Officer or his/her designee, and without further action by the SBBC, the fees set forth in the Staffing Plan may be adjusted by reallocating amounts amongst and between Staffing Groups and Contract Years, as deemed appropriate.

6. **Amended Provision.** The following provision shall be added to the Agreement, by interlineation:

2.14 The SBBC and RSM US LLP shall conduct separate evaluations of CBRE | Heery on a quarterly basis to measure CBRE | Heery's performance. Said evaluations shall be communicated to CBRE | Heery to identify areas for betterment and shall be used as basis for continuous improvement.

7. **Other Provisions Remain in Force.** All other terms and conditions of the Agreement shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

8. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this Sixth Amendment to Agreement; then
- b) the Fifth Amendment to Agreement; then
- c) the Fourth Amendment to Agreement; then
- d) the Third Amendment to Agreement; then
- e) the Second Amendment to Agreement; then
- f) the First Amendment to Agreement; then
- g) the Agreement.

9. **Authority:** Each person signing this Sixth Amendment on behalf of either party warrants that he or she has full legal power to execute this Sixth Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Sixth Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixth Amendment to Agreement on the day and year first above written.

FOR SBBC

(Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

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FOR CBRE

CBRE | HEERY, INC.

ATTEST:

[Signature]

, Secretary

By [Signature]

Glenn Jardine, Executive Senior Managing
Director

-or-

[Signature]

Witness

[Signature]

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged by for me this 12 day of July, 2019, by GLENN JARDINE of CBRE | HEERY, INC. on behalf of the corporation or agency, who is personally known to me and did/did not first take an oath.

My commission expires: 11/1/20

[Signature]

Signature – Notary Public

Elissa K. Ryan

Printed Name of Notary

(SEAL)

CBRE | Heery - Owner's Representative Services - Fee Analysis
7/12/2019

STAFFING GROUP	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4 (Option Year 1)	TOTAL BASE CONTRACT	Contract Year 5 (Option Year 2)	TOTAL CONTRACT
CORE STAFFING - PM	\$ 1,864,142	\$ 3,339,166	\$ 5,134,709	\$ 7,933,034	\$ 18,271,050	\$ 11,612,219	\$ 29,883,269
SPECIAL PROJECTS GROUP	\$ 31,108	\$ 753,486	\$ 811,623	\$ 1,824,092	\$ 3,420,308	\$ 2,079,003	\$ 5,499,311
ADMINISTRATIVE SUPPORT	\$ 193,064	\$ 519,872	\$ 1,344,429	\$ 1,894,640	\$ 3,952,005	\$ 2,074,257	\$ 6,026,262
PROJECT CONTROLS	\$ 249,484	\$ 894,185	\$ 966,776	\$ 978,180	\$ 3,088,625	\$ 1,377,428	\$ 4,466,053
TECHNICAL SUPPORT STAFFING	\$ 0	\$ 712,683	\$ 946,925	\$ 1,105,925	\$ 2,765,534	\$ 1,146,728	\$ 3,912,262
STUDENT INTERNS	\$ 16,358	\$ 12,600	\$ 16,875	\$ 24,230	\$ 70,063	\$ 24,836	\$ 94,898
SENIOR STAFFING	\$ 210,701	\$ 194,805	\$ 145,706	\$ 49,633	\$ 600,845	\$ 13,505	\$ 614,351
COMMISSIONING	\$ -	\$ 91,350	\$ 512,912	\$ 1,303,453	\$ 1,907,715	\$ 1,547,302	\$ 3,455,017
SPECIFICATIONS REVIEW	\$ 27,426	\$ -	\$ -	\$ -	\$ 27,426	\$ -	\$ 27,426
SUBTOTAL BASE SERVICES	\$ 2,592,283	\$ 6,518,147	\$ 9,879,955	\$ 15,113,186	\$ 34,103,571	\$ 19,875,278	\$ 53,978,849
ROOFING CONSULTANT	\$ -	\$ 11,706	\$ 20,305	\$ 28,217	\$ 60,228	\$ 77,630	\$ 137,858
COMMUNICATIONS	\$ 76,634	\$ 423,567	\$ 511,768	\$ 782,045	\$ 1,794,014	\$ 808,077	\$ 2,602,091
SMWBE OUTREACH / PM	\$ -	\$ 193,489	\$ 196,246	\$ 344,611	\$ 734,346	\$ 558,571	\$ 1,292,918
SINGLE POINT OF ENTRY SURVEYS	\$ -	\$ 91,842	\$ -	\$ -	\$ 91,842	\$ -	\$ 91,842
SPECIAL STUDIES	\$ -	\$ 69,149	\$ 149,371	\$ 53,989	\$ 272,509	\$ -	\$ 272,509
STAFF AUGMENTATION	\$ 322,143	\$ 724,658	\$ 1,265,652	\$ 1,467,714	\$ 3,780,166	\$ 2,129,959	\$ 5,910,125
SCHOOL BASED PROJECTS	\$ -	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0
SUBTOTAL SUPPLEMENTAL SERVICES	\$ 398,777	\$ 1,514,410	\$ 2,143,343	\$ 2,676,576	\$ 6,733,105	\$ 3,574,238	\$ 10,307,343
TOTAL ACTUAL/PROJECTED LABOR	\$ 2,991,059	\$ 8,032,557	\$ 12,023,297	\$ 17,789,762	\$ 40,836,676	\$ 23,449,516	\$ 64,286,192
Total Actual/Projected Reimbursables	\$ 79,080	\$ 40,023	\$ 190,905	\$ 165,000	\$ 310,008	\$ 320,000	\$ 985,913
TOTAL ACTUAL/PROJECTED LABOR & REIMB.	\$ 3,070,140	\$ 8,072,580	\$ 12,214,202	\$ 17,954,762	\$ 41,146,684	\$ 23,769,516	\$ 65,272,104

CONTRACT TOTALS	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4 (Option Year 1)	TOTAL BASE CONTRACT	Contract Year 5 (Option Year 2)	TOTAL CONTRACT
BASE CONTRACT							
Labor	\$ 5,133,400	\$ 5,749,600	\$ 4,897,590	\$ -	\$ 15,780,590	\$ -	\$ 15,780,590
Reimbursables	\$ 256,600	\$ 80,400	\$ 82,410	\$ -	\$ 419,410	\$ -	\$ 419,410
Total	\$ 5,390,000	\$ 5,830,000	\$ 4,980,000	\$ -	\$ 16,200,000	\$ -	\$ 16,200,000
AMENDMENT 1							
Labor	\$ (2,142,000)	\$ 4,509,600	\$ 8,837,590	\$ -	\$ 11,205,190	\$ -	\$ 11,205,190
Reimbursables	\$ (70,000)	\$ 80,400	\$ 82,410	\$ -	\$ 92,810	\$ -	\$ 92,810
Total	\$ (2,212,000)	\$ 4,590,000	\$ 8,920,000	\$ -	\$ 11,298,000	\$ -	\$ 11,298,000
AMENDMENT 2 (Name Change only - \$0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AMENDMENT 3 (Time Extension only - \$0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AMENDMENT 4 (Option Yr 1)							
Labor	\$ -	\$ -	\$ -	\$ 17,320,000	\$ -	\$ -	\$ -
Reimbursables	\$ -	\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ 17,490,000	\$ -	\$ -	\$ -
PROPOSED AMENDMENT 5 (Option Yr 2)							
Labor	\$ -	\$ -	\$ -	\$ 17,320,000	\$ -	\$ 20,450,000	\$ 20,450,000
Reimbursables	\$ -	\$ -	\$ -	\$ 170,000	\$ -	\$ 320,000	\$ 320,000
Total	\$ -	\$ -	\$ -	\$ 17,490,000	\$ -	\$ 20,770,000	\$ 20,770,000
CONTRACT TOTALS							
Labor	\$ 2,991,400	\$ 10,259,200	\$ 13,735,180	\$ 17,320,000	\$ 44,305,780	\$ 20,450,000	\$ 64,755,780
Reimbursables	\$ 186,600	\$ 180,800	\$ 164,820	\$ 170,000	\$ 682,220	\$ 320,000	\$ 1,007,220
Total Not-to-Exceed	\$ 3,178,000	\$ 10,420,000	\$ 13,900,000	\$ 17,490,000	\$ 44,988,000	\$ 20,770,000	\$ 65,758,000

TOTAL ACTUAL/PROJECTED LABOR & REIMB. THROUGH YEAR 5: \$ 65,272,104
 CURRENT NOT-TO-EXCEED CONTRACT THROUGH AMENDMENT 5: \$ 44,988,000
 Delta: \$ 20,284,104
 Contingency: \$ 485,896 2.4%

TOTAL PROPOSED INCREASE TO NOT-TO-EXCEED - AMENDMENT 6: \$ 20,770,000
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CBRE | HEERY

LEGEND

* Denotes Part-Time Position "as-needed"
[All other positions are Full-Time]

** Denotes Non SMART



Program Director

DANNY JARDINE

Deputy Program Director

MICHAEL BOBBY

Advisory Committee

