

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

between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

and

**CBRE HEERY, INC.**

**THIS SEVENTH 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 21<sup>st</sup> day of July 2020.

**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 15, 2018, the Fifth Amendment dated November 7, 2018, the Sixth Amendment dated August 6, 2019 and this Seventh Amendment; and

**WHEREAS**, pursuant to the Third Amendment, the Parties mutually agreed to extend the initial term of the Agreement (the "First Extension Period") for a period of sixty (60) days to permit an assessment of the organizational structure of CBRE, to address the progress of the SMART program, and to develop measurable criteria to evaluate the performance of CBRE via performance metrics; and

**WHEREAS**, the Third Amendment also provided an opportunity for the Parties, via mutual agreement, to extend the term of the Agreement for a "First Extension Period" commencing on August 19, 2018 through and including October 18, 2018.

**WHEREAS**, pursuant to the Fourth Amendment, and after completion of the aforementioned evaluation, the parties mutually desired to extend the term of the Agreement for an additional three hundred five (305) days (the "Second Extension Period") commencing on October 19, 2018 through and including August 20, 2019.

**WHEREAS**, pursuant to the Sixth Amendment, the parties mutually desired to extend the term of the Agreement for an additional three hundred five (305) days (the "Third Extension Period") commencing on August 21, 2019 through and including August 20, 2020.

**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 Fourth Renewal Period.** The parties agree to exercise the Fourth Renewal Period as revised through this Seventh Amendment and to extend the term of the Agreement from August 21, 2020 through and including February 20, 2021.

3. **Scope of Services and Fees.** CBRE's scope of services and fees remain unchanged as defined in the Agreement and include those services described in the Executive Summary of this Board Item, and staffing identified within the "*CBRE | Heery - Owner's Representative Services - Staffing Plan*" (the "Staffing Plan"), attached hereto and incorporated herein as **Exhibit "3."**

4. CBRE's fees shall remain unchanged as set forth in the Staffing Plan for years one to five and one half of the Agreement.

5. **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.

6. **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 Seventh Amendment to Agreement; then
- b) the Sixth Amendment to Agreement; then
- c) the Fifth Amendment to Agreement; then
- d) the Fourth Amendment to Agreement; then
- e) the Third Amendment to Agreement; then
- f) the Second Amendment to Agreement; then
- g) the First Amendment to Agreement; then
- h) the Agreement.

7. **Authority:** Each person signing this Seventh Amendment on behalf of either party warrants that he or she has full legal power to execute this Seventh 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 Seventh Amendment to Agreement on the day and year first above written.

**FOR SBBC**

(Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, 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**

(Corporate Seal)

**CBRE HEERY, INC.**

ATTEST:

\_\_\_\_\_  
, Secretary

By *[Signature]*  
Robert Chomiak, 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 13<sup>th</sup> day of JULY, 2020, by ROBERT CHOMIAK 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: 05/30/2022 *[Signature]*  
Signature – Notary Public

Misty Bligen  
Printed Name of Notary



**CBRE | Heery - Owner's Representative Services - Fee Analysis**

7/8/2020

STAFFING GROUP	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4 (Option Year 1)	Contract Year 5 (Option Year 2)	TOTAL CURRENT CONTRACT	Contract Year 5.5 (Option Year 2.5)	REVISED TOTAL CONTRACT
CORE STAFFING - PM	\$ 1,864,142	\$ 3,968,905	\$ 5,590,582	\$ 7,579,181	\$ 10,222,908	\$ 29,225,718	\$ 1,280,668	\$ 30,506,386
SPECIAL PROJECTS GROUP	\$ 31,108	\$ 753,486	\$ 811,623	\$ 1,851,928	\$ 3,018,261	\$ 6,466,406	\$ 53,892	\$ 6,520,298
ADMINISTRATIVE SUPPORT	\$ 193,064	\$ 519,873	\$ 997,978	\$ 1,805,763	\$ 2,057,120	\$ 5,573,799	\$ 104,760	\$ 5,678,559
PROJECT CONTROLS	\$ 249,484	\$ 697,367	\$ 527,276	\$ 945,032	\$ 1,082,747	\$ 3,501,905	\$ 252,751	\$ 3,754,655
TECHNICAL SUPPORT STAFFING	\$ 0	\$ 719,263	\$ 946,925	\$ 1,123,309	\$ 1,017,485	\$ 3,806,983	\$ 285,617	\$ 4,092,600
STUDENT INTERNS	\$ 16,358	\$ 12,600	\$ 16,875	\$ 17,168	\$ 24,836	\$ 87,836	\$ -	\$ 87,836
SENIOR STAFFING	\$ 210,701	\$ 194,805	\$ 145,706	\$ 45,768	\$ 20,124	\$ 617,104	\$ -	\$ 617,104
COMMISSIONING	\$ -	\$ 91,350	\$ 512,912	\$ 1,239,136	\$ 1,424,698	\$ 3,268,096	\$ 306,936	\$ 3,575,032
SPECIFICATIONS REVIEW	\$ 27,426	\$ -	\$ -	\$ -	\$ -	\$ 27,426	\$ -	\$ 27,426
<b>SUBTOTAL BASE SERVICES</b>	<b>\$ 2,592,283</b>	<b>\$ 6,957,648</b>	<b>\$ 9,549,877</b>	<b>\$ 14,607,284</b>	<b>\$ 18,868,180</b>	<b>\$ 52,575,272</b>	<b>\$ 2,284,624</b>	<b>\$ 54,859,896</b>
ROOFING	\$ -	\$ 11,706	\$ 20,305	\$ 9,127	\$ 87,984	\$ 129,122	\$ 71,280	\$ 200,402
COMMUNICATIONS	\$ 76,634	\$ 423,567	\$ 511,768	\$ 779,371	\$ 842,525	\$ 2,633,865	\$ -	\$ 2,633,865
SMWBE OUTREACH / PM	\$ -	\$ 341,260	\$ 365,417	\$ 345,450	\$ 555,069	\$ 1,607,197	\$ -	\$ 1,607,197
SINGLE POINT OF ENTRY SURVEYS	\$ -	\$ 91,842	\$ -	\$ -	\$ -	\$ 91,842	\$ -	\$ 91,842
SPECIAL STUDIES	\$ -	\$ 69,149	\$ 149,371	\$ 1,262	\$ -	\$ 219,781	\$ -	\$ 219,781
STAFF AUGMENTATION	\$ 322,143	\$ 576,887	\$ 1,028,600	\$ 1,376,322	\$ 1,581,385	\$ 4,885,335	\$ -	\$ 4,885,335
SCHOOL BASED PROJECTS	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ 0	\$ -	\$ 0
<b>SUBTOTAL SUPPLEMENTAL SERVICES</b>	<b>\$ 398,777</b>	<b>\$ 1,514,410</b>	<b>\$ 2,075,461</b>	<b>\$ 2,511,532</b>	<b>\$ 3,066,963</b>	<b>\$ 9,567,142</b>	<b>\$ 71,280</b>	<b>\$ 9,638,422</b>
<b>TOTAL ACTUAL/PROJECTED LABOR</b>	<b>\$ 2,991,059</b>	<b>\$ 8,472,058</b>	<b>\$ 11,625,338</b>	<b>\$ 17,118,816</b>	<b>\$ 21,935,143</b>	<b>\$ 62,142,414</b>	<b>\$ 2,355,904</b>	<b>\$ 64,498,318</b>
Total Actual/Projected Reimbursables	\$ 79,080	\$ 40,023	\$ 190,905	\$ 165,000	\$ 400,000	\$ 875,008	\$ 127,212	\$ 1,002,220
<b>TOTAL ACTUAL/PROJECTED LABOR &amp; REIMB.</b>	<b>\$ 3,070,140</b>	<b>\$ 8,512,081</b>	<b>\$ 11,816,243</b>	<b>\$ 17,283,816</b>	<b>\$ 22,335,143</b>	<b>\$ 63,017,422</b>	<b>\$ 2,483,116</b>	<b>\$ 65,500,538</b>

CONTRACT TOTALS	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4 (Option Year 1)	Contract Year 5 (Option Year 2)	TOTAL CURRENT CONTRACT	Contract Year 5.5 (Option Year 2.5)	REVISED TOTAL CONTRACT
<b>BASE CONTRACT</b>								
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
<b>Total</b>	<b>\$ 5,390,000</b>	<b>\$ 5,830,000</b>	<b>\$ 4,980,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,200,000</b>	<b>\$ -</b>	<b>\$ 16,200,000</b>
<b>AMENDMENT 1</b>								
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
<b>Total</b>	<b>\$ (2,212,000)</b>	<b>\$ 4,590,000</b>	<b>\$ 8,920,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,298,000</b>	<b>\$ -</b>	<b>\$ 11,298,000</b>
AMENDMENT 2 (Name Change only - \$0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AMENDMENT 3 (Time Extension only - \$0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AMENDMENT 4 (Option Yr 1)								
Labor	\$ -	\$ -	\$ -	\$ 17,320,000	\$ -	\$ -	\$ -	\$ -
Reimbursables	\$ -	\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,490,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
AMENDMENT 5/6 (Option Yr 2)								
Labor	\$ -	\$ -	\$ -	\$ -	\$ 20,450,000	\$ -	\$ -	\$ -
Reimbursables	\$ -	\$ -	\$ -	\$ -	\$ 320,000	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,770,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
PROPOSED AMENDMENT 7 (Option Yr 2.5)								
Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>CONTRACT TOTALS</b>								
Labor	\$ 2,991,400	\$ 10,259,200	\$ 13,735,180	\$ 17,320,000	\$ 20,450,000	\$ 64,755,780	\$ -	\$ 64,755,780
Reimbursables	\$ 186,600	\$ 160,800	\$ 164,820	\$ 170,000	\$ 320,000	\$ 1,002,220	\$ -	\$ 1,002,220
<b>Total Not-to-Exceed</b>	<b>\$ 3,178,000</b>	<b>\$ 10,420,000</b>	<b>\$ 13,900,000</b>	<b>\$ 17,490,000</b>	<b>\$ 20,770,000</b>	<b>\$ 65,758,000</b>	<b>\$ -</b>	<b>\$ 65,758,000</b>

TOTAL ACTUAL/PROJECTED LABOR & REIMB. THROUGH YEAR 5.5: \$ 65,500,538  
 CURRENT NOT-TO-EXCEED CONTRACT THROUGH AMENDMENT 6: \$ 65,758,000  
 Delta: \$ (257,462)  
 Contingency: \$ 257,462 -100.0%

**TOTAL PROPOSED INCREASE TO NOT-TO-EXCEED - AMENDMENT 7: \$ -**