

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT
CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES**

This Second Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "School Board" or "Owner") and Crain Atlantis, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 20th day of December, 2016, is entered into this 19th day of August, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Parkway Middle School
Project No. P.001807
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 20th day of December, 2016, is in full force and effect as revised by the First Amendment dated March 20, 2018; and

WHEREAS, in August 2017, after investigation and design development, it was determined that the cost for renovations of Buildings 7 through 11, 13 through 19, 27 and 28 would exceed \$7 million dollars, which was 3.5 times more than the FLCC budget of \$2.2 Million, as result of the existing, poor condition and age of the buildings; and

WHEREAS, consistent with recommendations contained within a Castaldi Evaluation report published in 2004, in an effort to reduce costs, the Project Consultant proposed demolition and replacement, in lieu of remodeling, of Buildings 7-10, 13-19, 27, and 28; and

WHEREAS, on June 23, 2020, the School Board considered and approved Item J-11 (Campus Options - Parkway Middle School - Fort Lauderdale - SMART Program Renovations (attached hereto)) to proceed with a proposed two-phase approach for Parkway Middle School's SMART Program enhancements, including the change from renovation to demolition of Buildings 7-10, 13-19, 27, and 28;

WHEREAS, pursuant to direction received via approval of Item J-11, the Project Consultant modified the existing 100% Construction Documents to reflect demolition of Buildings 7-10, 13-19, 27, and 28 in preparation for the development of a single new structure that would provide the necessary student stations consistent with the enrollment projection; and

WHEREAS, the Project Consultant agrees to perform all design services required to incorporate the above-referenced Scope for an increase to Basic Services Fees in the amount of \$143,540 and a \$38,000 increase to its Reproduction Allowance; and

WHEREAS, the Owner’s Program Manager, CBRE | Heery and District staff have successfully negotiated and hereby recommend such additional fees as set forth herein above and below.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Project Consultant to the Owner, the parties agree as follows:

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

2. **Revised Terms.** The Project Consultant shall perform all related design services for the additional Project scope identified herein as set forth below:

	Original Amount	First Amendment Amount	Description	Second Amendment Amount	Revised Amount
Basic Fees	\$190,000	\$0	Design Renovations costs to increase the FISH capacity	\$143,540	\$333,540
Supplemental Services	\$0	\$0	N/A	\$0	\$0
Allowances	\$30,000	\$0	Reproduction Allowances	\$38,000	\$68,000
Total	\$220,000	\$0	---	\$181,540	\$401,540

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract 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.

4. **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 Second Amendment to Agreement; then
- b) the First Amendment to Agreement; then
- c) the Agreement.

Authority: Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second 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 Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

FOR OWNER

(Corporate Seal)

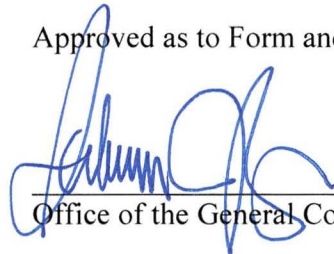
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

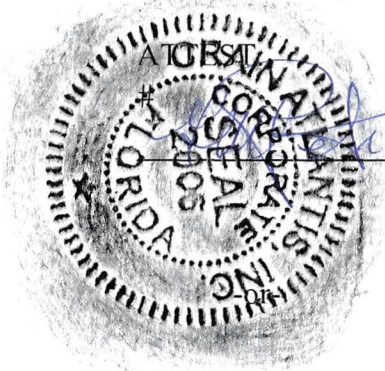


Office of the General Counsel

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FOR PROJECT CONSULTANT

(Corporate Seal)



Crain Atlantis, Inc.

Lucelli, V.P.
Secretary

Albert R. Capellini, P.E.
President

Marissa Warington
MW, Witness

CHARLES GUSHUE
CG, Witness

20-5284753
Project Consultant's
Registration Number

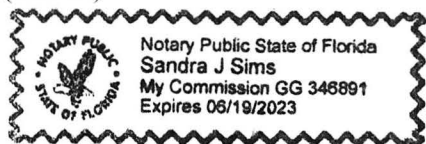
STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 3 day of August, 2020 by Albert R. Capellini of Crain Atlantis, Inc. on behalf of the corporation or agency.

He/she is personally known to me or produced _____
as Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Sandra J Sims
Signature, Notary Public
Sandra J Sims
Printed Name of Notary



AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
J-11.

MEETING DATE	2020-06-23 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	J. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Pre-Construction

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

TITLE:
Campus Options - Parkway Middle School - Fort Lauderdale - SMART Program Renovations

REQUESTED ACTION:
Staff requests Board approval of the Base Recommendation regarding enhancements to right-size the campus capacity at Parkway Middle School.

SUMMARY EXPLANATION AND BACKGROUND:
See (Exhibit 1) for details.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Safe & Supportive Environment
 Goal 3: Effective Communication

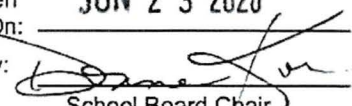
FINANCIAL IMPACT:
This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is no current impact to the project budget. There is a potential future impact to the project budget.

EXHIBITS: (List)
(1) Executive Summary

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Shelley N. Meloni, Director, Pre-Constr.	Phone: 754-321-1515
Name: Daniel Jardine, Director, CBRE Heery	Phone: 754-321-4850

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Frank Girardi - Executive Director

Approved In Open Board Meeting On: **JUN 23 2020**
By: 
School Board Chair

Signature
Frank L. Girardi
6/1/2020, 6:40:28 PM

EXECUTIVE SUMMARY

**Campus Options
Parkway Middle School, Fort Lauderdale
SMART Program Improvements**

Introduction

This memo intends to **provide options and recommendations to the School Board of Broward County regarding enhancements to the Parkway Middle School campus.** In providing this information, it is the intent of staff to chart a course toward achieving both short- and long-term goals for the campus while accounting for feedback provided by the school’s surrounding community.

In collaboration with OFC, Portfolio Services, the Parkway Middle School Administration, and the District Board Member, a phased approach for reaching these goals has been identified for review. The purpose of this two-phase approach is to allow for much needed renovations to be addressed while further exploration of long-term solutions can continue.

A more detailed explanation of these recommendations, including background and available options can be found in the content that follows.

Background

The original scope of work designated for Parkway Middle School through the SMART Bond Program includes renovations to 28 campus buildings. However, through the scope validation process undertaken at the onset of the Design phase, and existing Castaldi reports allowing demolition of 20 of these buildings, further consideration of the proper path forward has become necessary.

Current enrollment at Parkway Middle School stands at 1,398 with a capacity of 2,192. With an **under-enrollment of 794**, opportunities are being presented through the SMART Program to right-size campus capacity and make the most effective use of funding. This has led to a necessary pause in the original plan for the project in order to discover alternative solutions.

To ensure the best possible outcome for the students, staff, and surrounding community, it is now proposed that renovations which have been designated as essential by all involved parties may continue without further delay as a first phase of this alternative process, while further planning and community engagement continues in a second phase of longer-term solutions.

Proposed Two-Phase Approach

Phase 1 – Essential Repairs and Demolition	Phase 2 – Future Benefit and Sustainability
<ol style="list-style-type: none">1. Renovations and enhancements to address immediate needs2. Demolition of unused buildings3. Utility improvements, including possibility of relocation, pipe capping, and restoration of green spaces	<ol style="list-style-type: none">1. Further evaluation of remaining buildings2. Development of available options with key stakeholder input

Base Recommendation

Phase 1 of the proposed alternative approach will aim to **(1.1) address the immediate renovation needs of Parkway Middle School** as well as **(1.2) begin the process of right-sizing the campus through demolition of unused buildings.**

(1.1) The scope of work for the immediate renovations would include re-roofing, window replacements and exterior painting for Buildings 22-26, which as newer buildings have maintained suitable condition to require only these minor repairs.

Essential Repairs

Building	Scope of Work	Current Programs	Year Built	Student Stations
Building 22	Aluminum window replacement, exterior door hardware replacement	Performing arts, classrooms	1990	199
Building 23	Re-roofing, exterior door hardware replacement	Electrical, mechanical	1990	0
Building 24	Fire sprinklers (De-Scoped)	Classrooms	1997	516
Building 25	Exterior painting	Classrooms	2010	618
Building 26	Exterior painting	Gym, locker, shower, dressing	2010	0

(1.2) Buildings which are not currently in use (listed in the table below) would be removed from campus by demolition rather than moving forward with renovations as originally planned. Such removal will serve to adjust the campus capacity to 1,609, changing the overall enrollment status at the school to a more efficient 87% from its current 64% standing. In addition to the benefit of right-sizing, demolition of unused buildings serves as a more cost-efficient alternative to renovation up to current standards, and alleviates several safety, security, and health concerns.

Note: All buildings listed below have Florida Department of Education Castaldi Reports

Demolition

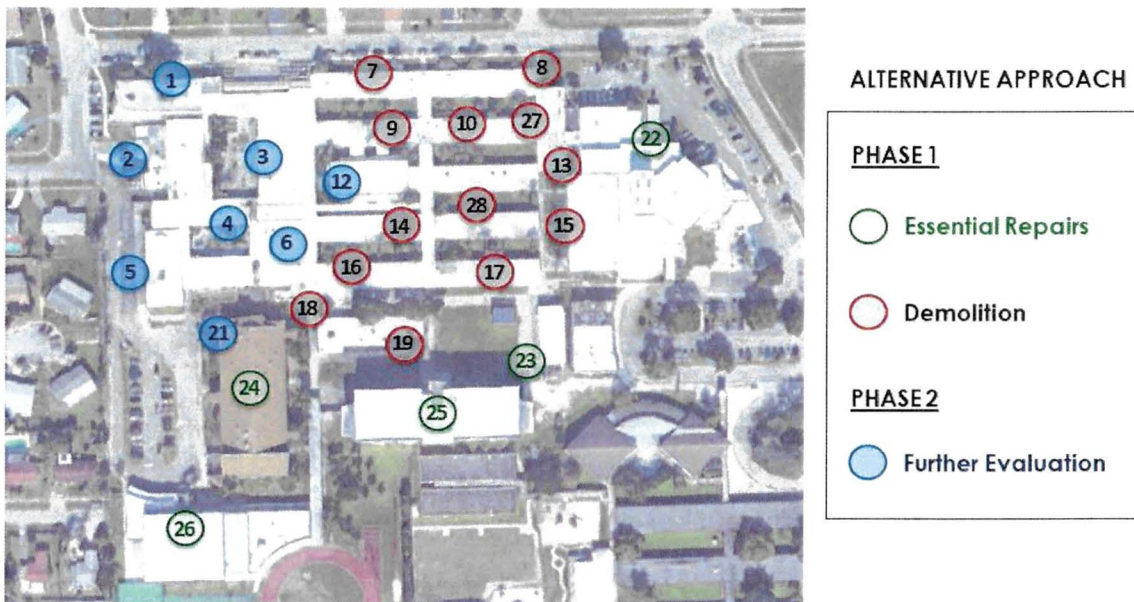
Building	Unassigned Vacant Spaces	Year Built	Student Stations
Building 7	Classrooms, skills lab	1958	66
Building 8	Classrooms	1958	88
Building 9	Classrooms	1958	88
Building 10	Science, materials storage, teacher planning	1958	44
Building 13	Science, materials storage	1958	44
Building 14	Classrooms	1958	88
Building 15	Classrooms	1958	88
Building 16	Classrooms	1958	88
Building 17	Classrooms, ESE	1958	51
Building 18	Mechanical room, custodial	1971	0
Building 19	PE locker, shower, restroom (not used)	1958	0
Building 27 & 28	Gazebos	1991	0

645

Phase 2 of the proposed alternative approach will focus on a more in-depth **evaluation of the school's remaining buildings (Buildings 1-6, 12, and 21)** and **development of available options which will include, at surface level: renovation only, partial renovation and replacement, or demolition and replacement.**

Allowing for additional time spent on planning and in discussion with Parkway Middle School's key stakeholders will ensure that funding and resources are used to reach the most sustainable and beneficial long-term solution. During this time, valuable information and perspectives will be gathered from the school administration, District staff, municipal and community officials, and the surrounding community at large (both in-boundary and out-of-boundary).

Deciding on a long-term vision for the campus opens many opportunities to explore as a community, including a Pre-K-8 model through merger with Broward Estates Elementary School, or the potential for a forward-thinking model blending both in-person and virtual education.



Financial Impact

The original funding allocation for DEFP/SMART Program enhancements at Parkway Middle School is \$3.17 million. Phase 1 of the proposed alternative approach is estimated to have a construction cost of \$2.3 million which can be accomplished with minimal to no additional funding.

Requested School Board Approvals and Next Steps

To proceed with the proposed two-phase approach for Parkway Middle School's SMART Program enhancements, School Board approval is required for changes to the original scope of work. Specifically, this entails a change from renovation to demolition for Buildings 7-10, 13-19, 27, and 28.

Once School Board approval has been received, the current design firm, Crain Atlantis, will submit the required construction documents for Phase 1 to the Building Department for permitting. The scope of work for Phase 1 will then progress to an Advertisement for Bid in the Hire Contractor phase, with a Construction Bid Recommendation anticipated to be brought back to the School Board for approval by Q1 2021.

SMART Program Scope Changes Requiring Approval

Building	Original SMART Scope	Alternative Scope (Phase 1)
Building 7	Renovation	Demolition
Building 8	Renovation	Demolition
Building 9	Renovation	Demolition
Building 10	Renovation	Demolition
Building 13	Renovation	Demolition
Building 14	Renovation	Demolition
Building 15	Renovation	Demolition
Building 16	Renovation	Demolition
Building 17	Renovation	Demolition
Building 18	Renovation	Demolition
Building 19	Renovation	Demolition
Building 27	Renovation	Demolition
Building 28	Renovation	Demolition