

AGENDA REQUEST FORM
The School Board of Broward County, Florida

Meeting Date 6/4/2002	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align:center; padding: 2px;">Open Agenda</td> <td style="text-align:center; padding: 2px;">Time Certain Request</td> </tr> <tr> <td style="text-align:center; padding: 2px;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td style="text-align:center; padding: 2px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table>	Open Agenda	Time Certain Request	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number J-3
Open Agenda	Time Certain Request					
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

TITLE:
 First Amendment to March 10, 2000, Interlocal Agreement between The School Board of Broward County, Florida and the City of Lauderdale Lakes

REQUESTED ACTION:
 Approve First Amendment of Interlocal Agreement between The School Board of Broward County, Florida and the City of Lauderdale Lakes - Park Lakes Elementary (Elementary "X").

SUMMARY EXPLANATION AND BACKGROUND:
 On March 10, 2000, the School Board approved an interlocal agreement with the City of Lauderdale Lakes for the design and construction of the parent drop off for Park Lakes Elementary (Elementary "X") within the City's Vincent Torres Park. The City was to design and construct the parent drop off, pedestrian bridge, and other improvements within the park to serve the proposed school. In accordance with the agreement the City and School Board were to share in the cost of the various improvements in proportion to the benefit received by each party. The City has now completed the design, bid the job and begun the work. .
 The final project cost is \$1,707,331 including the City and School Board components of which the School Board's share is \$ 882,517. The School Board had previously approved funding in the amount of \$ 495,000.
 The City of Lauderdale Lakes is scheduled to approve this agreement on May 29, 2002.
 The School Board Attorney has approved this agreement as to form.

MAJOR SYSTEM GOALS:
 Goal One: All students will achieve at their highest potential.
 Goal Two: All schools will have equitable resources.
 Goal Three: All operations of the school system will support and align with student achievement and needs.
 Goal Four: All stake holders work together to build a better school system.

FINANCIAL IMPACT:
 The financial impact to the School District is estimated at \$ 387,517, which will come from the capital projects contingency. The project is included in the Adopted District Facilities Work Program 2001-2002 to 2005-2006, Page 44.

EXHIBITS: (List)
 1. First Amendment to March 10, 2000, Interlocal Agreement 4. Collaboration Signoff Form
 2. March 10, 2000, Interlocal Agreement
 3. Construction Estimate for required improvements

BOARD ACTION <div style="text-align:center; font-weight:bold; font-size: 1.2em;">APPROVED</div> <small>(For Official School Board Records' Office' Only)</small>	SOURCE OF ADDITIONAL INFORMATION Name: Lee A. Stepanchak Phone: 954.765.6288
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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

DIVISION OF FACILITIES AND CONSTRUCTION MANAGEMENT
 THOMAS J. CALHOUN, DEPUTY SUPERINTENDENT

Approved in Open Board Meeting on: JUN 04 2002
 By: Robert D. Farke , School Board Chairperson
4189 Revised 7/03/2000 FT/Calhoun/Stepanchak/Fink/Snyder

EXHIBIT 1

FIRST AMENDMENT TO MARCH 10, 2000, INTERLOCAL AGREEMENT

FIRST AMENDMENT
TO
FUNDING AND USE AGREEMENT

THIS AMENDMENT is made as of this 4 day of June by and between:

CITY OF LAUDERDALE LAKES
a municipal corporation of the State of Florida
(hereinafter referred to as "City")

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
a body corporate operating and existing under the laws of the State of Florida
(hereinafter referred to as "School Board")

WHEREAS, the City and the School Board entered into a FUNDING AND USE AGREEMENT pertaining to the School Drop-Off and Pedestrian Bridge for Elementary School "X" at Vincent Torres Park on or about the 10th day of March, 2000, and

WHEREAS, there have been certain changes made in the design and certain cost increases associated therewith, and

WHEREAS, competitive conditions were maintained in connection with the contracting of the work to be performed under the Agreement, and

WHEREAS, the parties desire to move forward with the work, subject to an adjustment in their respective economic responsibilities,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **SCHOOL ELEMENTS.** Exhibit "B" is hereby amended to reflect the School Board's obligation for reimbursement is increased from \$495,000 to \$882,517.
3. **CITY ELEMENTS.** Exhibit "C" is hereby amended to show that the City's anticipated cost is increased from \$576,200 to \$883,315.
4. **RATIFICATION.** Except to the extent amended hereby, all other provisions contained in the Agreement shall remain in full force and effect.
5. **AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

FOR THE CITY

CITY OF LAUDERDALE LAKES,
FLORIDA

SAMUEL S. BROWN, MAYOR

ATTEST:

PAMELA LEVY, CITY CLERK

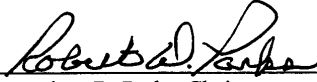
CORPORATE SEAL

Approved as to form and legality for the use
and Reliance of the City of Lauderdale Lakes,
Florida, only:

JAMES C. BRADY, CITY ATTORNEY


FOR THE SCHOOL BOARD

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA



Dr. Robert D. Parks, Chairperson

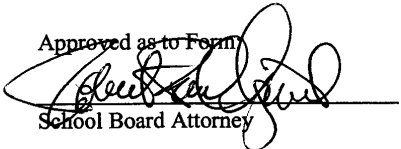
ATTEST:



Franklin L. Till, Jr., Superintendent of
Schools

CORPORATE SEAL

Approved as to Form



School Board Attorney

**SCHOOL "X" PARENT DROP OFF AND
VINCENT TORRES PARK IMPROVEMENTS**

SCHOOL ELEMENTS

ITEM	REVISED SHARED CONTRIBUTION
	SCHOOL COST
A/E Fees Includes DMS fees (\$25,000 - 11,500 Sch. - \$13,500 City) already	\$77,000.00
Additional A/E Fees Plus Construction Admin.	\$0.00
Biltmore (CM Fees)	\$0.00
Biltmore (Indemnification fees)	\$4.62
DMS Fees	
Construction Cost	\$726,996.50
Contingency*	\$38,000.00
FPL charges for Pwr Poles, disconnect/Removal	\$9,298.00
Property Improvements (Actual)	\$8,500.00
Fees related to Land Purchase - Survey, application, etc (Actual)	\$2,480.00
Land Purchase for Roadway (Actual)	\$13,000.00
Bid Preparation, binding printing, Advertisement (Actual)	\$1,702.46
Testing & Inspection (includes certification of existing sports poles)	\$5,535.00
TOTAL	\$882,516.58
Additional Funds Needed	(\$387,516.58)

Exhibit C

**SCHOOL "X" PARENT DROP OFF AND
VINCENT TORRES PARK IMPROVEMENTS**

CITY ELEMENTS

ITEM	REVISED SHARED CONTRIBUTION
	CITY COST
A/E Fees Includes DMS fees (\$25,000 - 11,500 Sch. - \$13,500 City) already	\$90,000.00
Additional A/E Fees Plus Construction Admin.	\$0.00
Construction Management - Staff Time (Joe Scalzo)	\$30,700.80
Biltmore (Indemnification fees)	\$5.38
DMS Fees	
Construction Cost	\$640,093.50
Contingency*	\$82,000.00
FPL charges for Pwr Poles, disconnect/Removal	\$9,298.00
Property Improvements (Actual)	\$8,500.00
Fees related to Land Purchase - Survey, application, etc (Actual)	\$2,480.00
Land Purchase for Roadway (Actual)	\$13,000.00
Bid Preparation, binding printing, Advertisement (Actual)	\$1,702.46
Testing & Inspection (includes certification of existing sports poles)	\$5,535.00
TOTAL	\$883,315.14
Additional Funds Needed	(\$307,115.14)

**FUNDING AND USE AGREEMENT
CITY OF LAUDERDALE LAKES AND
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
STUDENT DROP-OFF AND PEDESTRIAN BRIDGE FOR ELEMENTARY "X"
AT VINCENT TORRES PARK**

THIS IS A FUNDING AND USE AGREEMENT, entered into on the 18 day of MARCH, 2000, between:

CITY OF LAUDERDALE LAKES,
a municipal corporation of the State of Florida
(hereinafter referred to as "City")

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate operating and existing under the laws of the State of Florida
(hereinafter referred to as "The School Board").

WHEREAS, The School Board approved the location of the site for new Elementary School "X" (hereinafter referred to as "School Site") on January 18, 2000, said School Site being located at Northwest 41st Street and North State Road 7 within the city limits of the City of Lauderdale Lakes; and

WHEREAS, the City owns and controls a park located on Northwest 36th Street known as Vincent Torres Park (hereinafter referred to as "Park") located adjacent but across the C-13 Canal from the School Site; and

WHEREAS, the City and The School Board are desirous of working together to address access issues at the School Site to better accommodate parent drop-off of students at the new school and to effect Park improvements; and

WHEREAS, The School Board has requested the assistance of the City to design and build public facilities on the Park property for use of the community and The School Board; and

WHEREAS, the proposed improvements will benefit the City and The School Board by providing additional parking at the Park, reconstructed ball fields, a student drop-off area, a pedestrian bridge and access to the School Site; and

WHEREAS, the City wishes to obtain a lease, at no cost to the City, for community use of the recreational components of the new school in a manner consistent with the terms of this Agreement; and

WHEREAS, The School Board wishes to obtain a lease or a license, at no cost to The School Board, to enable parents to drop off students and to permit students access across City property to the School Site; and

WHEREAS, The School Board and the City wish to provide by this Agreement for the funding and construction of the improvements as defined herein; and

WHEREAS, pursuant to Resolution adopted at its meeting of February 8, 2000, the City Commission of the City of Lauderdale Lakes has authorized the proper City officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **PROJECT**. The City will make improvements to the Park which may be described as "School 'X' Student Drop-Off and Vincent Torres Park Improvements" and which shall hereinafter be referred to as "Project." A graphic description of the Project is attached hereto as Exhibit "A" and is incorporated herein by reference.

3. **SCHOOL ELEMENTS**. For the purposes of this Agreement, the term "School Elements" shall refer to those portions of the Project for which reimbursement will be made to the City by The School Board. The School Elements are specifically described in Exhibit "B" which is attached hereto and incorporated herein by reference. The School Board shall reimburse the City for the actual costs of the School Elements and the parties acknowledge that the costs listed in Exhibit "B" are only good faith estimates of such costs. However, The School Board's reimbursement of the City for the School Elements under this Agreement shall not exceed \$495,000.00 (the sum specified in Exhibit "B") unless such excess sum is first submitted to and approved by The School Board.

4. **CITY ELEMENTS**. For the purposes of this Agreement, the term "City Elements" shall refer to those portions of the Project that will be made at the sole expense of the City and for which no reimbursement will be made by The School Board. The City Elements are specifically described in Exhibit "C" which is attached hereto and incorporated herein by reference. For the purposes of reimbursement by The School Board, any portion of the Project not specifically described in Exhibit "B" shall be considered to be a City Element for which no reimbursement will be made. Notwithstanding anything to the contrary contained herein, it is within the sole discretion of the City to commence or complete any element of construction that is not essential to providing the School Elements of the Project.

5. **RECREATIONAL AMENITIES**. For the purposes of this Agreement, the term "Recreational Amenities" shall refer to the Recreational Amenities constructed by The School

Board on the School Site. These improvements will include those recreational facilities listed on Exhibit "D."

6. PLANS. The City will prepare and the Superintendent of Schools or his designee shall review and approve the construction plans for the School Elements. Plans for the pedestrian bridge and appurtenances thereto must meet State Requirements for Educational Facilities -1999 ["SREF 1999]. The City shall have one hundred twenty (120) days from the effective date of this Agreement to prepare and submit the plans to the Superintendent of Schools or his designee for review. The Superintendent of Schools or his designee shall have thirty (30) days from receipt of said plans for review and comment.

7. PROJECT CONTRACTOR. The City agrees to obtain all necessary permits and approvals and to contract with a contractor for the construction of the Project. The City will pay all monies due to the contractor and shall timely perform all of its obligations under the contract with the contractor.

8. CHANGE ORDERS. In the event a change order is necessitated during the construction concerning the School Elements that will increase the reimbursable costs beyond the sums specified in Exhibit "B", the City will submit same to The School Board for funding approval, which approval will not unreasonably be withheld.

9. FUNDING; ESCROWS. Within ninety (90) days of the effective date of this Agreement, The School Board shall deposit with the City the sum of \$495,000.00 which sum represents the cost estimates for the School Elements specified in Exhibit "B". The City shall hold such moneys in an interest-bearing escrow account with all interest earned upon said moneys to be credited to The School Board. No moneys shall be disbursed from the escrow account except upon the written approval of the Superintendent of Schools or his designee, which approval shall be indicated by an inspection approval as specified in paragraph 10 hereof.

10. INVOICING AND PAYMENTS. During the construction of the School Elements, the City will submit itemized statements for payment to the Superintendent of Schools or his designee in the following manner:

A. Invoices: The City shall periodically submit to the Superintendent of Schools or his designee copies of invoices for services rendered and materials obtained by the contractor with regard to the School Elements. The City shall also periodically furnish the Superintendent or his designee a description of all construction improvements to the School Elements that have been completed or are currently in progress at the Project site.

B. Escrow Payments. Upon receipt of the statements and supporting documentation described herein, the Superintendent of Schools or his designee shall review same to determine whether the items for which the invoices were submitted have been satisfactorily completed or received. The Superintendent of Schools or his designee shall inspect the property and improvements with the City within ten (10) business days from the receipt of the statement and supporting documentation. Within five (5) business days following such inspection, the Superintendent of Schools or his designee shall approve or disapprove each of the inspected

School Elements for which services were rendered or materials were obtained. Such approval or disapproval shall be made in writing and submitted in accordance with the notice provisions of this Agreement. The City's receipt of written approval from the Superintendent of Schools or his designee regarding services or purchases made regarding the School Elements shall constitute authorization for the City to pay for the approved services or materials from the escrow account in accordance with Paragraph 9 of this Agreement.

11. PROJECT AUDITS. The City's Project Records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by The School Board's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any statements for payment, invoices, descriptions of construction improvements or claims submitted by the City or any of its payees pursuant to this Agreement.

A. Project Records Defined. For the purposes of this Agreement, the term "Project Records" shall include, but not be limited to, accounting records, payroll time sheets, audited and un-audited financial statements to substantiate overhead rates, written policies and procedures, contractor and sub-contractor files (including proposals of successful and unsuccessful subcontractors), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. The City shall be responsible for compliance with any public documents requests made by third persons regarding the Project Records and for any costs and attorney's fees associated with such requests. Records specifically made privileged by state law shall remain privileged notwithstanding the provisions of this Agreement.

B. Auditor Access. For the purpose of such audits, inspections, examinations and evaluations, The School Board's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by The School Board to the City pursuant to this Agreement.

C. Auditor Work Space. The School Board's agent or its authorized representative shall have access to all necessary records and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Agreement. The School Board's agent or its authorized representative shall give the City reasonable advance notice of intended audits.

D. Contractor Audits. The City shall require its contractor and subcontractors to comply with the audit provisions of this Agreement by insertion of these requirements in any written contract. Failure to obtain such written contracts which include such provisions shall constitute good and sufficient grounds for The School Board to exclude some or all of the related costs from amounts payable to the City pursuant to this Agreement.

E. Audit Expense. If an audit inspection or examination conducted in accordance with this Agreement discloses overcharges of any nature by the City to The School

Board in excess of ten percent (10%) of the total contract billings, the actual cost of The School Board's audit shall be paid by the City.

F. Reimbursement of Overcharges. All costs for which the City is unable to provide support or documentation to substantiate that such costs were incurred as represented by the original breakdown of cost or found not to be in compliance with the provisions of this Agreement shall be disallowed. The City shall reimburse The School Board for any disallowed amounts that were already paid to it by The School Board.

12. BOND. Before commencement of the Project, the City shall require the contractor to furnish a surety bond which guarantees the completion of the Project and the performance of the work necessary to complete the project, as well as full payment of all suppliers, materialmen, laborers or subcontractors employed to provide services to complete the Project. The City agrees to deliver a copy of the surety bond to The School Board. Such bond shall remain in effect for one (1) year after completion of the Project. In the event of the discovery of any item of defective work, the City shall be responsible to make a claim against the contractor, with notice to the surety.

13. TIMETABLE. The City agrees that it will use all reasonable means to obtain all of the necessary permits and to commence construction of the Project within Two Hundred and Ten (210) days of the parties' respective approvals of the City Elements and School Elements. The City will complete construction of the School Elements within One Hundred Eighty (180) days of the date of commencement of the construction of the Project. For the purposes of this Agreement, the term "commencement of the construction" shall mean the issuance of a permit and the start of any one portion of the School Elements.

14. MAINTENANCE AND REPLACEMENT. After completion, The School Board shall own the pedestrian bridge described in Exhibit "B" and shall be obligated to maintain and replace same, when necessary, at the sole expense of The School Board. All other improvements specified in Exhibit B and those specified in Exhibit C shall belong to the City after completion. After completion, The School Board agrees to maintain and replace, when necessary, the School Elements at its sole expense. After completion, the City agrees to maintain and replace, when necessary, the City Elements at its sole expense. The parties shall cooperate in good faith to determine the need for maintenance and replacement of the School Elements and the City Elements.

15. LICENSE/LEASE - CITY FACILITIES. The parties acknowledge that The School Board is desirous of obtaining a license or a lease, at no cost, from the City to enable parents to drop off students and to permit students access across City property to the School Site. Upon completion of the improvements specified herein, the parties will negotiate a license or lease upon such terms and conditions as the parties find to be mutually acceptable.

16. LEASE - RECREATIONAL AMENITIES. The parties acknowledge that the City is desirous of obtaining a lease, at no cost, from the School Board to enable community use of the Recreational Amenities located on the School Site. Such a lease would permit community use of the Recreational Facilities (a) on school days beginning one half hour following the end of

applicable. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The provisions hereof are supported by One Dollar (\$1.00) and other valuable considerations, the receipt of which are hereby acknowledged.

22. COMPLETE AGREEMENT. The parties have made no oral or written representations, agreements or understandings between them that relates to the subject matter of this Agreement and that are not fully expressed in this Agreement. This Agreement may be amended or modified only by a written agreement executed by both parties.

23. NON-DISCRIMINATION. The parties shall not discriminate against any employee or participant in this program because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

24. EFFECTIVE DATE. The effective date of the Agreement shall be the date shown herein below when the last party to this Agreement has executed same.

25. TITLES. The headings and titles utilized in this Agreement are provided for convenience and shall not be construed as limiting the obligations of the parties hereto.

26. AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

FOR THE CITY

CITY OF LAUDERDALE LAKES, FLORIDA

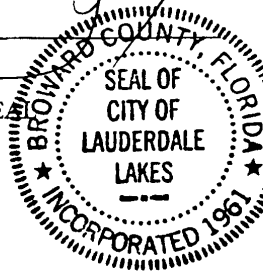
WITNESSES:

[Signature]
CORPORATE SEAL

By [Signature]

ATTEST:

[Signature]
City Clerk



Approved as to form and legality for the use and
Reliance of the City of Lauderdale Lakes, Florida
Only:

[Signature]
City Attorney

STATE OF FLORIDA)

COUNTY OF BROWARD)

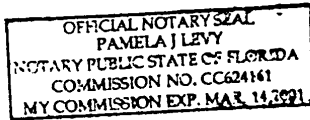
The foregoing instrument was acknowledged before me this 1 day of MARCH,
2000 by Stanley Hawthorn's who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

MY COMMISSION EXPIRES:

[Signature]
Notary Public, State of Florida

SEAL

PAMELA J. LEVY



Notary's Printed Name

Notary's Commission No.

FOR THE SCHOOL BOARD:

WITNESSES:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

Ellen Ruth McKnight

DeLoris Campanella

By *Darla L. Carter*
Darla L. Carter, Chairperson

ATTEST:

CORPORATE SEAL

Franklin L. Till, Jr.
Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:

Robert Paul Vignola
Robert Paul Vignola, Assistant
School Board Attorney

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10th day of March,
2000 by Darla L. Carter, who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

MY COMMISSION EXPIRES:



Renata Isell Turcios
MY COMMISSION # CC771055 EXPIRES
September 15, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

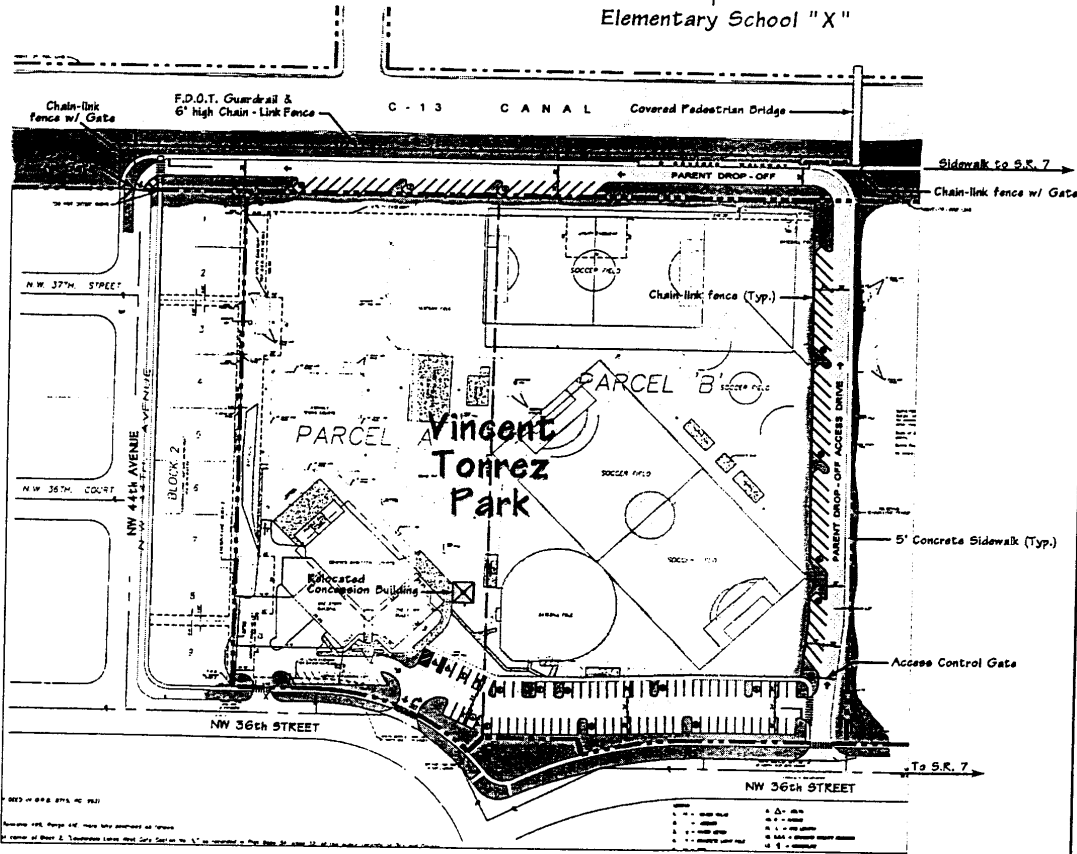
Renata Isell Turcios
Notary Public, State of Florida

RENATA ISELL TURCIOS
Notary's Printed Name

CC771055
Notary's Commission No.

EXHIBIT A

Proposed
Elementary School "X"



Proposed Elementary
School "X" Parent Drop - Off &
Vincent Torrez Park Improvements

CITY OF LAUDERDALE LAKES - FLORIDA
FEBRUARY 23, 2000



Walter H. Keller, Inc.
Consulting Engineers and Planners
CORAL SPRINGS - SEWALL'S POINT

EXHIBIT A

“SCHOOL ELEMENTS”:

Covered pedestrian bridge across “C-13” Canal.

Covered parent drop-off area walkway and ramp to pedestrian bridge.

Any lighting required for the pedestrian bridge, ramp and walkway.

20-foot-wide one-way access drive from NW 36th Street to NW 44th Ave, including connections to existing street pavement, pavement markings, striping and signage.

Sidewalk along the east and north sides of the access drive from NW 36th Street to NW 44th Ave, including connections to the existing sidewalks on NW 36th Street, NW 44th Ave and State Road 7., and related curbing, drop-curbs and crosswalks.

Pro-rata share of drainage improvements serving the above described impervious areas.

Guardrail along the “C-13” from the west line of NW 44th Ave to the east line of Park.

Fencing along the “C-13” Canal including gates required by the South Florida Water Management District.

Restoration, regrading and resodding of the “C-13” Canal bank as required by the South Florida Water Management District.

Relocation of, or replacement fencing along the east and north sides of the Park to provide separation between the playfields and the access drive and walkways described above.

Relocation of playfield light poles, transformers and service poles conflicting with the access drive and walkway improvements described above.

Landscaping along the east side of the access drive to replace the buffer between the Park and the water plant being removed to accommodate the access drive and sidewalk.

All costs relating to the above described improvements, including design, survey, testing, permitting, construction, construction management and supervision, inspection, sureties and warranties.

EXHIBIT A

“CITY ELEMENTS”:

Parking spaces along the west and south sides of the parent drop-off access drive.

Reconstruction of the parking lot along NW 36th Street.

New parking lot to connect the existing parking lot at the Recreation Dept building with the reconstructed lot along NW 36th Street.

Sidewalks along NW 36th Street and between the parking lots along NW 36th Street and the Park playfields.

Demolition of the sand and clay bins at the southeast corner of the Park and construction of replacement bins.

Demolition of the Concession building and construction of a replacement building.

Pro-rata share of drainage improvements serving the above described impervious areas.

Reconfiguration of playfields in the northern and eastern portions of the Park.

New Park and directional signage on NW 36th Street.

Landscaping along NW 36th Street and along the west and south sides of the parent drop-off access drive and parking areas.

Reconfiguration of Park irrigation system to accommodate the improvements described above.

Access control gates at the NW 36th street entrance and the NW 44th Street exit of the parent drop-off access drive.

Playfield lighting for the School site multi-purpose field and basketball courts.

All costs relating to the above described improvements, including design, survey, testing, permitting, construction management and supervision, inspection, sureties and warranties.

Exhibit B

SCHOOL "X" PARENT DROP OFF AND
VINCENT TORRES PARK IMPROVEMENTS

SCHOOL ELEMENTS¹
Preliminary Cost Estimates

Roads, Bridge, Canal Fencing, Cover Drop-off	\$ 300,000
Road Fencing / Landscaping	\$ 50,000
Relocation of 4 light poles	\$ 30,000
Contingency	\$ 38,000
TOTAL CONSTRUCTION	\$ 418,000
Professional Services	\$ 77,000
TOTAL PRELIMINARY COST ESTIMATES	<u>\$ 495,000</u>

¹ School Element Components

Covered pedestrian bridge across "C-13" Canal.

Covered Parent drop-off area walkway and ramp to pedestrian bridge.

Any lighting required for the pedestrian bridge, ramp and walkway.

20-foot-wide one-way access drive from NW 36th Street to NW 44th Avenue, including connections to existing street pavement, pavement markings, striping and signage.

Sidewalk along the east and north sides of the access drive from NW 36th Street to NW 44th Avenue, including connections to the existing street sidewalks on NW 36th Street, NW 44th Avenue and State Road 7 and related curbing, drop-curbs and crosswalks.

Pro-rata share of drainage improvements serving the above described impervious areas.

Guardrail along the "C-13" Canal from the west line of NW 44th Avenue to the east line of Park.

Fencing along the "C-13" Canal including gates required by the South Florida Water Management District.

Restoration, regrading and resodding of the "C-13" Canal bank as required by the South Florida Water Management District.

Relocation of, or replacement fencing along the east and north sides of the Park to provide separation between the playfields and the access drive and walkways described above.

Relocation of playfield light poles, transformers and service poles conflicting with the access drive and walkway improvements described above.

Landscaping along the east side of the access drive to replace the buffer between the Park and the water plant being removed to accommodate the access drive and sidewalk.

All costs relating to the above described improvements, including design, survey, testing, permitting, construction, construction management and supervision, inspection, sureties and warranties.

Exhibit C

**SCHOOL "X" PARENT DROP OFF AND
VINCENT TORRES PARK IMPROVEMENTS**

CITY ELEMENTS¹
Preliminary Costs Estimates

Concession Building, Restrooms, Pressbox	\$ 192,000
Lighting/Park amenities for School X	\$ 135,000
Parking	\$ 65,000
Landscaping	\$ 50,000
Contingency	\$ 44,200
TOTAL CONSTRUCTION	<u>\$ 486,200</u>
Professional Services	<u>\$ 90,000</u>
TOTAL CITY	<u>\$ 576,200</u>

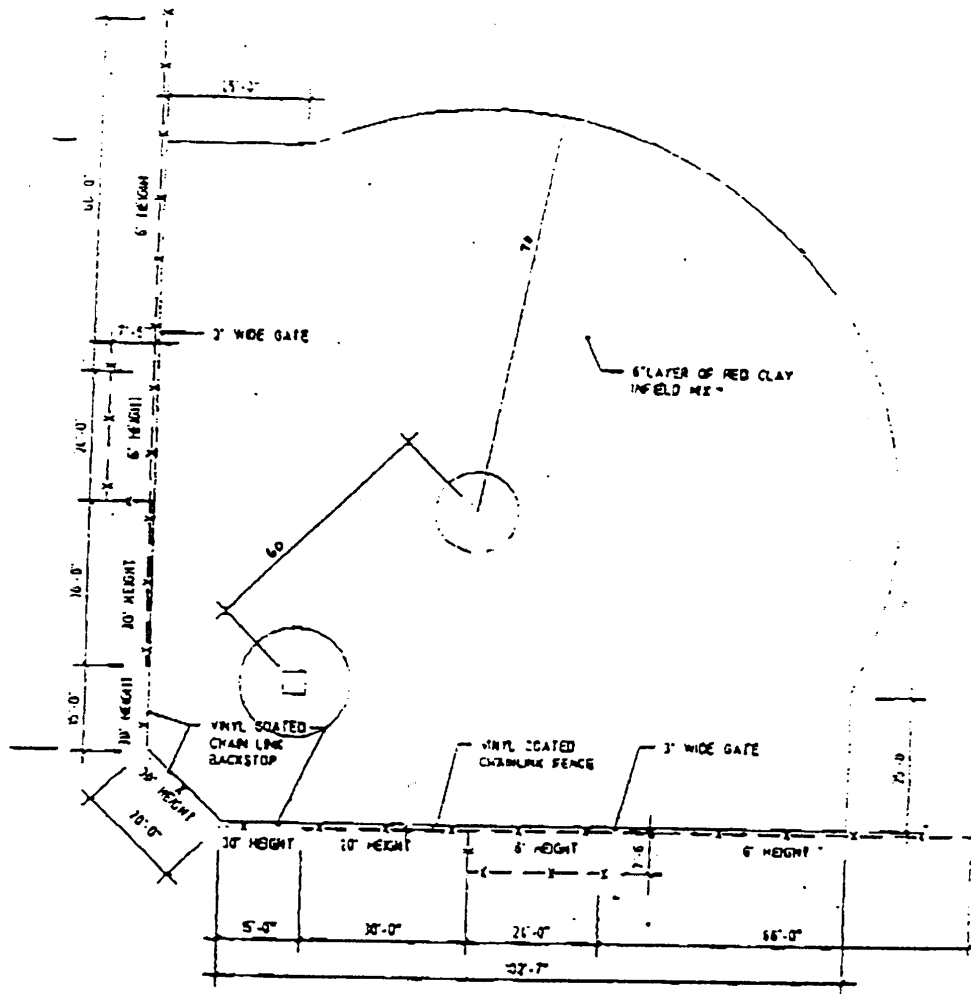
¹ City Element Components

- Parking spaces along the west and south sides of the parent drop-off access drive.
 - Reconstruction of the parking lot along NW 36th Street.
 - New parking lot to connect the existing parking lot at the Recreation Dept. building with the reconstructed lot along NW 36th Street.
 - Sidewalks along NW 36th Street and between the parking lots along NW 36th Street and the Park playfields.
 - Demolition of the sand and clay bins at the southeast corner of the Park and construction of replacement bins.
 - Demolition of the Concession building and construction of a replacement building.
 - Pro-rata share of drainage improvements serving the above described impervious areas.
 - Reconfiguration of playfields in the northern and eastern portions of the Park.
 - New Park and directional signage on NW 36th Street.
 - Landscaping along NW 36th Street and along the west and south sides of the parent drop-off access drive and parking areas.
 - Reconfiguration of Park irrigation system to accommodate the improvements described above.
 - Access control gates at the NW 36th Street entrance and the NW 44th Avenue exit of the parent drop-off access drive.
 - Playfield lighting for the School site multi-purpose field and basketball courts.
 - All costs relating to the above described improvements, including design, survey, testing, permitting, construction, construction management and supervision, inspection, sureties and warranties.
-

Exhibit D
RECREATIONAL ITEMS TO BE CONSTRUCTED ON
ELEMENTARY "X" SCHOOL SITE

1. Two full size elementary basketball courts with associated equipment ready for operation.
2. One little league full size baseball field with all fixed associated equipment, ready for operation (specifications attached).
3. One multipurpose field equivalent to a football field (360 ft. x 160 ft.). City to install striping and goalpost.
4. Available restroom facilities, water fountain, pay telephones and enclosed storage areas.
5. Multipurpose Field must not encroach the baseball infield.
6. Certification for Certified #419 Tifway Bermuda sod must be submitted to the City before installation.
7. The City shall review the recreational plans before proceeding to the next stage of development.
8. The City shall review the specifications of irrigation and fencing after the approval of the drawings.

EXHIBIT D



SKINNED INFELD SURFACING

- A. Provide Red Clay (Baseball Diamond mix) as supplied by Melbourne Sand Company or approved equal.
- B. Areas to receive skinned infield surfacing will be compacted and brought to subgrade elevation.
- C. Subgrade of areas to receive skinned infield surfacing shall be recompacted as required to bring top 4" of material to a compaction of at least 90% of maximum density, as determined by ASTM D 1557. Subgrade compaction shall extend for a distance of at least 1 ft. beyond proposed edge of skinned infield surface.
- D. Skinned infield surfacing mix shall be spread evenly over subgrade to the depth indicated on the Drawings, and rolled with a 3 to 5 ton steel-wheeled roller, as required to achieve a dense, hard packed surface conforming to the finish grades indicated.
- E. Sod shall be nursery grown on cultivated mineral agricultural soils. Sod shall have been mowed regularly and carefully and otherwise maintained until harvest.
- F. Grass Species: St. Augustine "Floritam" for all areas except Baseball Field and multipurpose Football/Soccer Field. Certified Bermuda Tifway "419" shall be installed for Baseball Field and multipurpose Football/Soccer field.

Baseball Field Specifications
Elementary "X" School Site

EXHIBIT 3

CONSTRUCTION PROJECT COST FOR REQUIRED IMPROVEMENTS



VINCENT TORRES PARK IMPROVEMENTS/PARENT DROP-OFF
TOTAL PROJECT COST ESTIMATE

ITEM	PROJECT COST		BUDGET		REVISED	
	SCHOOL COST	CITY COST	SHARED CONTRIBUTION	SCHOOL COST	SHARED CONTRIBUTION	CITY COST
A/E Fees Includes DMS fees (\$25,000 - 11,500 Sch. - \$13,500 City) already paid	\$167,000.00		\$90,000.00	\$77,000.00	\$90,000.00	\$90,000.00
Additional A/E Fees Plus Construction Admin.	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Biltmore (CM Fees)	\$10,000.00		\$0.00	\$0.00	\$0.00	\$30,700.80
Biltmore (Indemnification fees)	\$10.00			\$4.62		\$5.38
DMS Fees						
Construction Cost	\$1,367,090.00		\$442,000.00	\$380,000.00	\$726,996.50	\$640,093.50
Contingency*	\$82,200.00		\$44,200.00	\$38,000.00	\$38,000.00	\$82,000.00
FPL charges for Pwr Poles, disconnect/Removal	\$18,596.00				\$9,298.00	\$9,298.00
Property Improvements (Actual)	\$17,000.00				\$8,500.00	\$8,500.00
Fees related to Land Purchase - Survey, Land Purchase for Roadway (Actual)	\$4,960.00				\$2,480.00	\$2,480.00
Bid Preparation, binding printing, Advertisement (Actual)	\$26,000.00				\$13,000.00	\$13,000.00
Testing & Inspection (includes certification of existing sports poles)	\$3,404.91				\$1,702.46	\$1,702.46
TOTAL	\$1,707,330.91		\$576,200.00	\$495,000.00	\$882,516.58	\$883,315.14
Additional Funds Needed					(\$38,516.58)	(\$307,115.14)

EXHIBIT 4

COLLABORATION SIGNOFF FORM



COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: First Amendment to March 10, 2000, Interlocal Agreement between The School Board of Broward County Florida and the City of Lauderdale Lakes.

Agenda Request Item Number: J-

School Board Meeting Date: 6/4/2002

- All projects have been appropriated in the Adopted District Facilities Work Program (August 14, 2001) and in the District's Capital Budget.
- The following project(s) have not been appropriated in the Adopted District Facilities Work Program (August 14, 2001) and in the District's Capital Budget.

Comments: This will require an additional \$387,517 from the capital projects contingency.

Department Name

Department Head Name

Department Head Signature

Capital Systems, Reporting and Control

Alexander Baum, Director


Approved as to Capital Budget
Jeffrey Whitney, Asst. Dir. Perm

SD/nb