RESOLUTION NO. 2021-_2756

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH SAVINO & MILLER DESIGN STUDIO, P.A. FOR DESIGN AND ARCHITECTURAL PROFESSIONAL SERVICES FOR RECONSTRUCTION OF 96TH STREET PARK; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") is seeking a consultant to provide design and architectural professional services for the design and reconstruction of 96th Street Park ("Services"); and

WHEREAS, on January 31, 2020, the Town issued Request for Qualifications No. 2020-02 ("RFO") requesting proposals from firms for the Services; and

WHEREAS, in response to the RFQ, Savino & Miller Design Studio, P.A. ("Consultant") submitted a proposal to the RFQ; and

WHEREAS, on October 13, 2020, the Town adopted Resolution No. 2020-2725 authorizing the Town Manager to negotiate an agreement with Consultant as the highest-ranked qualified firm pursuant to the RFO; and

WHEREAS, the Town Manager has negotiated an agreement attached hereto as Exhibit "A" ("Agreement") with the Consultant for the Services and the Town Commission desires to approve the Agreement in the amount of \$353,845.00; and

WHEREAS, the Town Commission further wishes to approve an additional contingency amount of \$25,000.00 for the Services and authorize the expenditure of such funds; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> <u>Recitals.</u> Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

<u>Additional Services for Kayak Launch and Contingency Amount.</u> The Agreement with the Consultant, in substantially the form attached hereto as Exhibit "A", is hereby approved in the amount of \$353,845.00, and the expenditure of funds pursuant to the Agreement is approved. The Town Commission further approves the expenditure of funds for an additional contingency amount not to exceed \$25,000.00.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit "A" with the Consultant for the Services, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

<u>Section 4.</u> <u>Implementation.</u> The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of January, 2021.

Yes

Motion By: <u>Commissioner Kesl</u>	
Second By: <u>Commissioner Velas</u>	quez
FINAL VOTE ON ADOPTION: Commissioner Charles Kesl	Yes
Commissioner Eliana R. Salzhauer	Yes
Commissioner Nelly Velasquez	Yes
Vice Mayor Tina Paul	Yes

Mayor Charles W. Burkett

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC

Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OFSURFSIDE AND SAVINO& MILLER DESIGN STUDIO, P.A.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ 2021 (the Effective Date"), by and between the TOWN OF SURFSIDE, a Florida municipal corporation (hereinafter the 'Town"), and SAVINO & MILLER DESIGN STUDIO, P.A. ("Contractor"), a Florida for-profit corporation.

WHEREAS, on January 31, 2020, the Town issued Request for Qualifications No. 2020-02 ("RFQ") for design and architectural professional services for the reconstruction of the 96" Street Park (the "Services" as further defined below), which RFQ is incorporated herein and made a part hereof by reference; and

WHEREAS, in response to the RFQ, the Contractor submitted a proposal for the Services, attached hereto as Exhibit "A"; and

WHEREAS, on July 23, 2020, an Evaluation Committee appointed by the Town Manager short listed firms and ranked the Contractor as the most qualified firm for the Services; and

WHEREAS, on October 13, 2020, the Town Commission adopted Resolution No. 2020-2725selecting Contractor to provide the Services and authorizing the Town Manager to negotiate and execute an agreement with Contractor; and

WHEREAS, the Contractor will perform the Services, in accordance with the RFQ, Exhibit "A" ("Contractor's Proposal"), Exhibit "B" ("Scope of Services") and Exhibit "C" ("Rate Schedule"), all as attached hereto and made a part hereof (the "Services"); and

WHEREAS, the Contractor and the Town, through mutual negotiation, have agreed upon a rate schedule as set forth in Exhibit "C" ("Rate Schedule") in connection with the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. Scope of Services.

- 1.1. The Contractor shall furnish the Services and provide deliverables for the Services as set forth and in accordance with the RFQ incorporated herein by reference, the Scope of Services attached hereto as Exhibit "B", the Contractor's Proposal attached hereto as Exhibit "A", and the Rate Schedule attached hereto as Exhibit "C", for the design and reconstruction of the 96" Street Park.
- 12. Prior to commencement of Services or the Project, the Contractor will provide the Town

with a fixed lump sum cost for the Services as set forth in the Scope of Services attached hereto as Exhibit "B" and the Rate Schedule attached hereto as Exhibit "C."

- 13. Contractor shall provide Additional Services as requested by the Town. The Town must approve in writing any Additional Services in accordance with the Scope of Services attached hereto as Exhibit "B", and corresponding fees and costs based on the Rate Schedule set forth in Exhibit "C", and shall provide the Contractor with written authorization to proceed to perform the Additional Services. Contractor acknowledges that it shall not undertake to perform any Additional Services until it has received from the Town written authorization to proceed on such Additional Services and agreed upon fees and costs.
- 1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.
- 15. Contractor shall abide by the terms and requirements of the RFQ, as though fully set forth herein.

2. Term/Commencement Date.

- 2.1. This Agreement shall become effective upon the Effective Date and shall remain in effect until completion of all Services set forth in the Scope of Services attached hereto as Exhibit "B", unless earlier terminated in accordance with Section 8.
- 2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the timeframes set forth in the Scope of Services attached hereto as Exhibit "A" and in the manner provided in this Agreement, unless extended in writing by the Town Manager.

3. Compensation and Payment.

- 3.1 Compensation for Services provided by Contractor shall be in accordance with the Rate Schedule attached hereto as Exhibit "C" and shall not exceed the total amount of 353,845.00, unless approved as Additional Services in the manner set forth in Section 1.3 and the General Conditions in Exhibit "C".
- 3.2. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of services completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval shall be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

- **5.1.** Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- **5.2.** Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

- 6.1. Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a contractor and professional under similar circumstances in similar localities ("Standard of Care"). If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town's requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2 Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits, required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor fully warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional manner consistent with the Standard of Care.
- 6.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against the Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues against the Town.

8. Termination.

8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days

- written notice to the Contractor, or immediately with cause.
- **8.2.** Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the Services unless directed otherwise by the Town Manager.
- 8.3. In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Section 8.4.
- 8.4. Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the Project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.
- 8.5. Contractor may only cancel this Agreement if the Town is in material default of any of the terms and conditions of the Agreement, including failure to make payment as required in this Agreement, and said default is not cured by the Town within 30 days of written notice by Contractor specifying the default and the action required to cure such default. In the event of such termination by the Contractor, Contractor shall be paid for all Services accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Section 8.4.

9. Insurance.

- 9.1 Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts specified below as satisfactory to Town, including the Town as an Additional Insured on the policies required below except Professional Liability and Worker's Compensation/Employer's Liability, underwritten by a firm rated A-X or better by A.M. Best at the time of execution of this Agreement, and qualified to do business in the State of Florida. The insurance coverage affording additional insured status shall be primary insurance with respect to the Town, its officials, employees, and agents. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance which affords additional insured status. The insurance coverages shall include the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent, with the prior written approval of Contractor.
 - 9.1.1 Commercial General Liability coverage with limits of liability of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - 9.1.2 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- 9.1.3 Business Automobile Liability of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 9.1.4 Professional Liability Insurance in an amount of Two Million Dollars (\$2,000,000.00) per claim and in the aggregate.
- 9.2 Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation/Employer's Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall evidence that no less than (30) thirty-day advance written notice (10-days' in the event of cancellation due to non-payment of premium) will be provided to Town prior to cancellation of said policies of insurance. The Contractor shall be responsible for assuring that the insurance required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.
- 9.3 Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation/Employer's Liability Insurance, the Town is to be included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance affording additional insured status shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4 Waiver of Subrogation. The Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the Town.
- 9.5 <u>Deductibles</u>. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.6 The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State lawsregarding nondiscrimination.

11. Attorneys' Fees and Waiver of Jury Trial.

- 11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WANES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

- 12.1 Contractor shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- 12.2. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
- 12.3. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 12.4. The provisions of this section shall survive termination of this Agreement.
- 13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.
- 14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16 Ownership and Access to Records and Audits.

- 16.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3 Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 16.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- IF THE 16.8 Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. CONTRACTOR HAS **OUESTIONS** REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AGREEMENT. **CONTACT** RELATING TO THIS THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCready, MMC

Mailing address: 9293 Harding Avenue

Surfside, FL 33154

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

- 17 Nonassignability. This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.
- 18 <u>Severability</u>. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19 <u>Independent Contractor</u>. The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20 Compliance with Laws.

- 20.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 20.2 Contractor shall perform and complete the services in compliance with the Florida Building Code, the Town of Surfside Charter and Code, Miami-Dade County Code of Ordinances, and all other applicable codes and standards governing the Services and the work. The applicable edition of each code shall be that edition which is adopted and in effect at the time of filing of the last permit application governed by each code or standard.

- 21 Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22 Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23 Prohibition of Contingency Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24 <u>Public Entity Crimes Affidavit.</u> Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26 Conflicts.

- 26.1 This document, without exhibits or attachments, is the "Base Agreement." In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.
- 26.2 In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - 26.2.1 First Priority: Exhibit "A," the Contractor's Proposal or Response to RFQ No. 2020-02;
 - 26.2.2 Second Priority: "Exhibit "B," the Scope of Services;
 - 26.2.3 Third Priority: "Exhibit "C," the Rate Schedule; and
- 27 <u>Boycotts.</u> The Contractor represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

By:
Andrew Hyatt, Town Manager
Date Executed:
Attest:

Sandra McCready, MMC

TOWN OF SURFSIDE:

Town Clerk

Approved as to form and legal sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney

Addresses for Notice:

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L. Attn: Lillian Arango, Esq. Town of Surfside Attorney 2525 Ponce de Leon Boulevard, Suite 700 Coral Gables, FL 33134 larango@wsh-law.com (email)

CONTRACTOR:

SAVINO & MILLER DESIGN STUDIOS, P.A.

By:	
Name: Adriana Savino-Miller	
Title: President	
Date Executed:	
Addresses for Notice: Savino & Miller Design Studio, P.A. 12345 NE 6 Ave Suite A North Miami, FL 33161	
(telephone)(facsimile)	



EXHIBIT "A"

RESPONSE TO RFQ NO. 2020-02



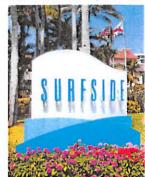


















RFP No. 2020-02 Design Services: Reconstruction of 96th Street Park

Town of Surfside
Sandra Novoa, Town Clerk's Office - Surfside Town Hall
Savino & Miller Design Studio
9293 Harding Ave - 2nd Floor
Surfside, FL 33154

May 28, 2020 at 2:00pm



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May 28, 2020

Sandra Novoa Town Clerk's Office, Surfside Town Hall 9293 Harding Ave, Second Floor Surfside, FL 33154

RE: RFQ No. 2020-02 Design Services: Reconstruction of 96th Street Park

Dear Ms. Novoa:

On behalf of Savino & Miller Design Studio, I am pleased to submit our firm's response to the Request for Qualifications for the Reconstruction of 96th Street Park.

Savino & Miller Design Studio (SMDS) is an award-winning minority-owned firm located in North Miami. The studio has been focusing in open space design with a multidisciplinary approach that includes landscape architecture, urban design and architecture since 1993. The firm has a previous relationship with the Town of Surfside from designing the site master plan that included the pools, landscape and beach access at the Surfside Community Center. Additionally, SMDS has completed many relevant recreational and park projects throughout South Florida that have been successful in meeting the recreational needs of their communities while improving resiliency and protecting the shoreline. Examples include Maurice A. Ferré Park in Miami, Muss Park and South Pointe Park in Miami Beach.

The Surfside's 96th Street Park presents the opportunity of a total reconstruction of the park where program, context and existing conditions will be addressed. After visiting the site and analyzing its context, the SMDS team has come to appreciate its critical role as a public amenity for the Surfside community, particularly for families and different age groups. Important considerations for this project include preserving the existing program, adding new program such as a kayak launch, designing a new community building, and ensuring that improvements align with the goals of the Town's Climate Crisis Report and Action Plan. SMDS has assembled a full-service team of professionals that have years of experience collaborating in creating successful park projects of similar scope.

I will be leading the team with my partner, Adriana Savino. I am a landscape architect and planner, and Adriana is an urban designer and architect. She will be leading the master planning for this project. Both of us have been practicing for over 30 years completing numerous park designs, many of which are award-winning.

William Lane, known for his iconic Miami Beach lifeguard stations and community buildings for waterfront parks will be the lead architect. Atelier Mey will be the climate adaptation architect. The principals, Shawna and Chris Meyer have been working closely with the Town of Surfside to help guide future resiliency and community planning policy. Their architecture background and local knowledge of the Town's long-term vision will be key to developing a resiliency strategy for the park design.

Coastal Systems International will be the civil engineer on the team. They are local experts on coastal infrastructure, adaptive engineering design and permitting. Douglas Wood & Associates and its award-winning team was

selected as the structural engineer on the team, Ardaman & Associates, for the geotechnical engineering, Louis J. Aguirre & Associates as the MEP engineer, Tropical Designs of Florida will be the arborist, Ken DiDonato, Inc. the irrigation designer, and 3TCI, Inc the surveyor. All our consultants have decades of proven experience in their fields, and together, we have completed several successful waterfront and open-space projects that have become iconic in their communities.

SMDS has experience "fast-tracking" projects and is committed to the Town's desired timeline. We have drafted a preliminary timeline in our technical approach narrative that we feel confident about, but can be easily adjusted given the Town's needs and goals.

SMDS believes that landscape architecture and urban park projects must be responsive to, and instructive of, present and future issues of ecological sustainability. The firm's designs will incorporate a systems approach in integrating the infrastructural needs with long-term goals, such as reducing power demand/carbon footprint, water conservation, stormwater runoff mitigation, urban heat island effect and shoreline resiliency. SMDS is especially interested in creating open space systems that reflect the incredibly rich biodiversity found in South Florida while meeting the recreational needs and goals of the community.

This SMDS team has significant park design experience in many different types of settings and contexts. The firm recently completed Phase I and II of Maurice A. Ferré Park (fka Museum Park), which includes the Baywalk and museum promenade, receiving a 2015 Florida ASLA Award of Merit. SMDS was the local landscape architect for South Pointe Park, which received a 2007 FNGA of Excellence and 2019 FL ASLA Award of Excellence. Other completed parks include Belle Isle Park and Muss Park both in Miami Beach, Gateway Park in Sunny Isles Beach, and we are currently working on Bayshore Park in Miami Beach, Sunrise Park in Hallandale Beach, and the Gwen Cherry Park nature-based playground in Miami. Other relevant experience includes our work with the Miami Baywalk & Riverwalk Design Guidelines, which will be codified in Miami 21, with the goal to establish a more resilient, unified and activated waterfront.

Our team's extensive local creative design experience, history of successful collaboration, and professional expertise prepared us to provide the highest standard of professional design and consulting services to Surfside and contribute to the Town's efforts of improving its recreational facilities while achieving the long term goals outlined in its Climate Crisis Report and Action Plan.

In summary, the Savino & Miller team is uniquely qualified to transform and recreate the Town of Surfside's 96th Street park, and is committed to making Surfside a more beautiful, connected, safe and resilient city for its residents to enjoy.

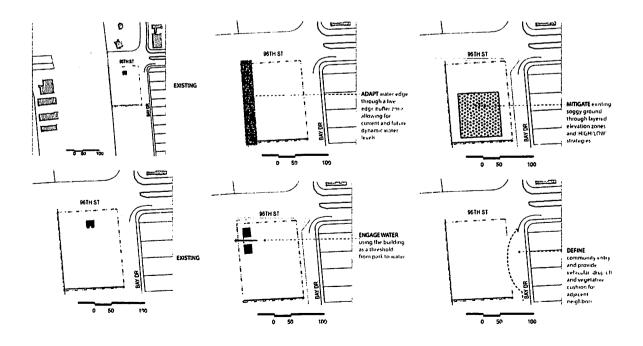
Respectfully submitted,

Barry Miller, ASLA, RLA

Vice President, Savino & Miller Design Studio

TAB 1Technical Approach / Implementation Schedule





TECHNICAL APPROACH

Savino & Miller utilizes an interdisciplinary, holistic and inclusive approach that engages the ecological and cultural contexts of the site and community. The guiding principle is, through community participation, to explore and understand the unique qualities inherent to the site. Through careful understanding of program, of how people use space, attention to material selection and detail, and spatial composition, we design parks to create an environment that facilitates social interaction, and is in harmony with its surroundings

It is important to acknowledge the location of this park within the Town of Surfside, giving the urban park user a keen awareness of the South Florida and Intracoastal/Biscayne Bay ecology. The team will incorporate sustainable and adaptable practices into their design, including state-of-the-art technology for site lighting, stormwater management, shoreline resiliency, irrigation and the architecture, with the goal to re-construct the 96th Street Park as a resilient and adaptive neighborhood park.

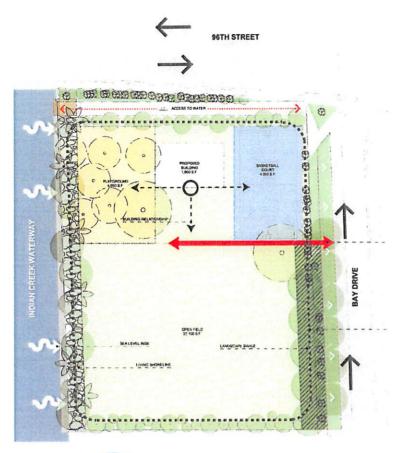
The park's program will offer a variety of recreational facilities and programs to promote health, community connectedness, and environmental awareness. The design will recognize the park's location in the town and its proximity to the water within its specific urban setting. The park could become a basis of design for other Town park sites or other South Florida's waterfront parks, recognizing the potential of parks to be utilized as green infrastructure.

The 96th Street Park is in the northwest corner of Surfside on the Intracoastal Waterway. Due to its location, it acts as an end anchor for the town, and as an articulation point where three communities converge: Surfside to the east, Bal Harbor to the north, and Bay Harbor islands to the west, where most children residing in the area go to elementary and middle school. This offers an opportunity to explore other potential connections, particularly with Bal Harbor which has a park just across the 96th Street bridge with a potentially complementing program.

The park has very distinctive characteristics: It appears "sunken" in the north edge from the bridge ramp of 96th Street, which creates a distinctive edge condition emphasizing the disconnection to Bal Harbour and insulating the park from the street. The south side is defined by a CMU wall with a mural that separates the site from a neighboring resident. The community approaches the park from Bay Drive, a northbound one-way street to the east of the park. The Intracoastal waterway is located to the west of the park separating the connection to the water by a 12 foot-high chain link fence. This compact site is one of four neighborhood parks in Surfside. Per the survey provided, the site has a low seawall and according to some users, the square-shaped multi-purpose field often suffers from salt-water intrusion during flood events. Most active uses such as a non-regulation size basketball and racquetball courts are sandwiched between the 96th street ramp, the building and playgrounds. The current CMU building at-grade needs updating. To the west and the east there are two children's playgrounds under shade trees that need upgrading.

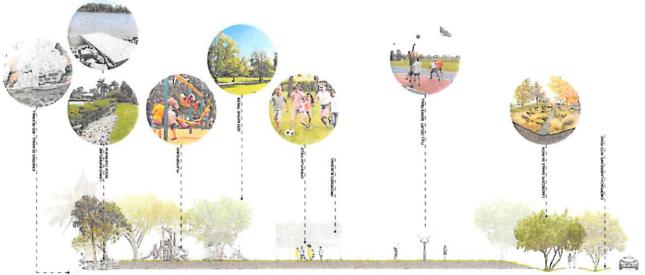
As design framework, the Design Team will incorporate these underlying core principles:

- Develop a plan which is practical, implementable, on budget and delivered on time.
- Create a design that benefits the community economically, ecologically, and through social equity.
- Incorporate sustainability, resiliency and adaptation principles at every level of park design, from material selection and LED lighting to seawall improvements, site elevation and green infrastructure.
- The park's site on the waterfront provides direct connection and views of the Intracoastal, which will be an important consideration in the placement of the program.
- The park's architecture will reflect the tropical, coastal nature of the surrounding area, creating a sense of place, and be adaptive to sea-level rise.
- Provide activities that connect to the water such as kayaking/fishing/paddle board, as desired by the community and Town.
- Provide opportunities for improved accessibility to promote community connectivity, including streetscape design, bike stations, and develop creative ways to reduce chain link fencing.
- Provide views and control from the building to all activities by incorporating CPTED principles to the site plan and architecture.
- Preserve and expand park programming to accommodate all age groups.



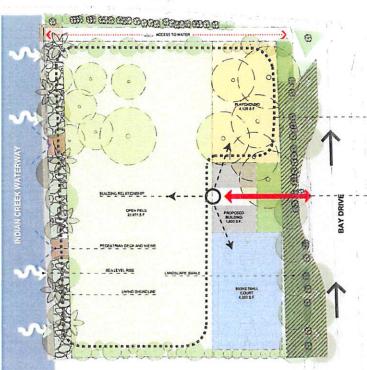
SITE PLAN 1 - Building at Existing Location

- The playground is placed closer to the water's edge, away from the street and basketball court to create a safer and more pleasant play environment for the children, as well as the parents.
- A "living edge" buffers the playground from the water, allowing for a lower fence.
- The basketball court is placed at a N-S orientation for better play experience and is located adjacent to the streetscape for high visibility into the park and to the water.
- CPTED principles are implemented with building location in the middle of the two activities, with sight lines to every area of the park. Building is also elevated, providing a shaded pavilion on the ground-level.
- The streetscape and park presence is improved with enhanced tree canopy and a green buffer to the street, lessening the need for tall fencing for the park's field.



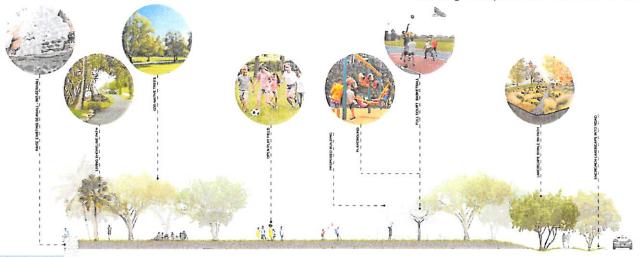
Resiliency is one of the most important considerations for this park design. Based on our team's experience with the Miami Baywalk & Riverwalk Design Guidelines, Muss Park and Bayshore Park in Miami Beach, our team is uniquely qualified to propose ideas and execute designs for green infrastructure and shoreline resilience. In addition, our consultant Atelier Mey, through their work for UM's LU_Lab, has been deeply involved with the development of the Town's goals and toolkit for adapting to climate change. In our Baywalk Guidelines, we proposed raising the seawall, the promenade, creating living shorelines and implementing pervious paving, among other measures. For Muss Park, located along Biscayne waterway, the solution was to raise the playground, and for Bayshore Park, our team is utilizing the park's lake and green space for stormwater management during flood events. These design principles can be easily translated to solving existing and future issues of resilience for Surfside.





SITE PLAN 2 - Building at Bay Drive

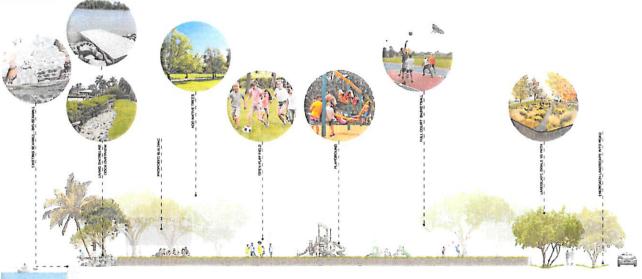
- Park activities and the elevated building are moved toward the streetscape to maximize open space and enhance the park's entrance and identity on Bay Drive.
- A plaza in front of the building allows for a safe drop-off area, since limited parking is available on the street.
- Playgrounds and Basketball court will be also placed along Bay Drive. A green buffer at the park's streetscape gives space between the street and park.
- This site plan creates a completely "green" waterfront edge, allowing for a more natural and lush shoreline, as well as a shaded green area in the northwest corner of the park, an experience currently lacking. This living shoreline edge gives pedestrian access to the water. Planting will be added to buffer the park thus diminishing the need for a high fence. Field will be oriented north-south.
- CPTED principles are implemented here as well, with the park building offering views to every corner of the park. The elevated park building also provides views out to the water.



Our background in urban design and urban planning gives us an understanding of the importance of urban linkage for parks. For example, Maurice A. Ferre was previously Bicentennial Park, which was literally walled-off from the street, creating a haven for drug use and homelessness. Presently the park has multiple access points with plazas at the streetscape, promoting healthy activation of the park. South Pointe Park suffered from the same lack of urban linkage, with only one access point at Washington Avenue. The master plan created a second connection at Ocean Drive, which has made a huge difference in connecting it to the urban context and to the people. Additionally, park use and perception increases and is improved by a welcoming street-front presence. We propose this approach for 96th Street Park with an enhanced streetscape, reduced chain-link fencing and potentially a park plaza and drop-off area.

SITE PLAN 3 - Building at the Waterfront

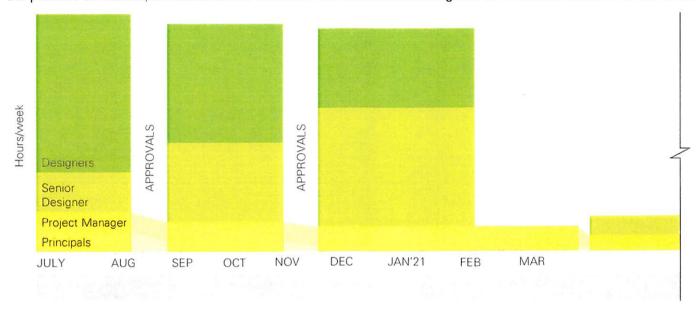
- Building is elevated, with the ground-floor to be used as a shaded pavilion area and the second floor is where the park facilities are located. The building is adjacent to the water's edge, strengthening the park's relationship to the waterfront and improving program opportunities
- CPTED principles are implemented with building location, with sight lines to every area of the park.
- Basketball court and Playground area generally remains in its existing location, taking advantage of the existing tree canopy.
- Moving the park activities a few feet to the south to create a kayak/paddle board launch access in the north edge of the park.
- "Living shoreline edge" at the waterfront gives pedestrian access to the water Planting will be added to buffer the park thus diminishing the need for a high fence.



Based on our previous experience for Maurice A. Ferre Park and South Pointe Park, one of the most effective ways to activate a waterfront park is to create a significant connection to the water. The Baywalk at Maurice A Ferre Park and the Cutwalk at South Pointe Park are promenades that allow people to get close to the water and provide a pedestrian path with seating under the shade of coastal hammock trees. This access forges an important connection between human activity and nature, promoting stewardship for our natural assets, and contributing to placemaking. It also provides an opportunity for people who do not live on waterfront property to gain access to the water in a unique way that is different from the beach. This park provides an opportunity to create that experience for the Surfside community, and based on our previous experience, we have the design expertise to make it successful and safe.

METHODOLOGY & PROPOSED SCHEDULE

To date, SMDS and team has an exemplary record of meeting project schedules and deadlines for public sector projects, including fast-tracking and picking up a project after an unexpected interruption. Generally, we envision the process as follows, but the schedule is flexible and can be modified given the needs and desires of the Town:



WEEK 1 - RESEARCH AND ANALYSIS

Research all previous studies, reports, and scientific findings, relevant to this project, as well as codes:

- · Town of Surfside Sustainability & Resiliency Goals as detailed in the Climate Crisis Report and Action Plan
- Florida Building Code, Town of Surfside Charter and Code, MDC Codes as applicable: RER, FDEP

WEEK 2 - PROJECT KICK-OFF MEETING

Meet with relevant Town of Surfside departments and committees, stakeholders and community representatives designated to address park design, park program, infrastructure, safety, and sea-level rise.

WEEK 3 - SITE ANALYSIS

Our design process begins with a comprehensive understanding of existing conditions (from physical to cultural), including site opportunities and constraints:

- Park program, community use and urban context
- Conduct detailed survey of the project site, aboveground and underground utilities
- Geotechnical analysis for structural capacity, soil analysis, water table, etc
- · Environmental Study land/marine resources, tree survey and report, soil contamination if any
- Structural analysis Seawall, existing buildings and structures
- Based on our meeting with the Town and our site analysis, we will evaluate existing conditions, existing
 program and activities, building and park facilities locations, and opportunities for resiliency interventions.

WEEK 4 - COMMUNITY OUTREACH WORKSHOP 1

- Introduce the park's mission and goals, developed in collaboration with the Town.
- Present findings from site analysis, opportunities and constraints.
- Collect data from community about needs and desires for park programming and accessibility at a community
 workshop using image boards and stickers for people to "vote" for their most desired park improvements.

WEEK 5 - PARK ALTERNATE DESIGN STRATEGIES

- Prepare alternative designs that are based on the analyses and recommendations from the Town and Community Workshop, cost estimates included
- · Town staff meeting to select up to two plans to present at the second Community Workshop

WEEK 6 - COMMUNITY OUTREACH WORKSHOP 2

Present two alternate Site Plans pre-approved by the Town, community votes on their preferred site plan

WEEK 7 - PRELIMINARY PARK MASTER PLAN

- Prepare the preliminary park master plan design based on the analyses and recommendations from Community Outreach Workshops and Town Staff Meetings
- · Present master plan at Town staff meeting to collect final input from all relevant Town departments
- · Opportunity for a community event at the park to celebrate community input and the final stages of design

WEEK 8 - FINAL MASTER PLAN

- · Based on Town input, the team will finalize the park master plan and preliminary cost estimate
- Present final master plan to the Town, relevant departments and Commission for final approval

WEEKS 9 - 19 - DESIGN DEVELOPMENT

- Meetings with Town and relevant departments to continue developing site plan, details and begin drafting park design on AutoCAD
- Submit to Town at 30%, 60%, 90% and 100% before beginning CD phase

WEEKS 20 - 32 - CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, BIDDING AND PERMITTING

- Prepare CAD generated documents and submit to Town at 30%, 60% and 90% which will include: Existing
 conditions and demolition plans, civil/site layout plans, grading plans, utility plans, lighting plans, architectural
 plans, landscape architectural plans including planting, irrigation and site furniture and all details necessary
 to build and permit the project.
- Prepare specifications and bid documents
- Prepare opinions of costs
- Attend pre-bid meetings
- · Respond to requests for clarifications
- Prepare responses to questions listed in construction addenda

TO BEGIN AT DIRECTIVE OF TOWN - CONSTRUCTION PHASE

- Perform construction administration services during construction, including monthly site visits
- Prepare Preliminary and Final Punch Lists

CURRENT WORKLOAD

SMDS has the available resources to dedicate to this park project and the capacity to begin immediately.

Project Name, Role	Owner/Client	Design Stage	Est. Completion Date	Contact Person	Key Personnel Involved
West Avenue Streetscape Improvements Phase IV (Miami Beach), sub-consultant	City of Miami Beach/CES Consultants (Prime)	60% CD	2021	David Hoot (CES): 305.827.2220 X2102	Barry Miller Xiaoyuan Du
Bayshore Park (Miami Beach), Prime	City of Miami Beach	90% CD	2021	Mina Samadi: (305) 673-7071 ext 2581	Barry Miller Adriana Savino Kelly Hitzing
1515 Flagler (West Palm Beach), sub- consultant	Great Gulf	90% CD	2021	Aaron Knight: (416) 774-2127	Barry Miller Patricia Matamoros
SoBu Flats Hotel (Atlanta), sub- consultant	Portman Holdings	60% SD	2020	Reid Scott: (404) 614-5267	Barry Miller Adriana Savino Xiaoyuan Du
Essex Hotel (Miami Beach), sub- consultant	STA Architectural Group	80% CD	2021	Todd Tragash: (305) 571-1811 ext. 204	Barry Miller Patricia Matamoros
Akara Mixed-use (Miami), sub- consultant	Akara Partners	30% CD	2021	Jimmy Sinis: (305) 482-8770	Barry Miller Jose Fonseca
River Landing (Miami), sub-consultant	UrbanX Co	CA	2019	Andrew Hellinger: (305) 442 3108	Barry Miller Xiaoyuan Du
Gwen Cherry Playground (Miami), Prime	Miami-Dade County PROS	100% CD	2020	Hongbum Yun: (305) 755-7922	Barry Miller Patricia Matamoros
La Tropical (Miami), sub-consultant	The Padron Group	CA	2020	James Padron: (786) 268-4344	Barry Miller Xiaoyuan Du
Sunrise Park (Hallandale Beach), Prime	City of Hallandale Beach	80% CD	2021	Fernando Paiva: (954) 457-1393	Barry Miller Adriana Savino Kelly Hitzing
The Barnacle - Phase 1 (Miami), Prime	State of Florida	100% DD	2020	Alyn Pruett: (305) 302-3283	Barry Miller Patricia Matamoros

TAB 2 Company Qualifications / Project Experience





ABOUT SAVINO & MILLER DESIGN STUDIO



Savino & Miller Design Studio is an award-winning firm that began in 1985 with the partnership of Adriana Savino and Barry Miller as a collaborative approach between architecture and landscape architecture in the creation of outdoor spaces. Drawing upon their passion for design in the public realm, Barry and Adriana fused their diverse professional backgrounds in Landscape Architecture, Urban Design, Architecture, and Regional Planning, incorporating Savino & Miller Design Studio in 1993.

They have since successfully brought numerous public sector projects to fruition, including parks, streetscapes, urban design guidelines, master plans, and site and community planning. Their multi-faceted education and experience gives them a broad perspective. This interdisciplinary "range" provides their clients with informed design alternatives and creative problem-solving. Their studio's work is essentially holistic and collaborative, with a focus on resiliency, ecological stewardship, a clear understanding of the pragmatic, and a creative, "outside-the-box" approach.

SMDS' mission is to improve the quality of life through design and understanding of the interaction of the urban with the natural world. As shapers of the spatial environment, the hope is to create meaningful experiences and joy in our shared communal lives and private moments of solitude, as we interact with spaces. The focus is to design spaces that reflect their location, intention and desire of those who will use them for years to come.

After almost three decades of working in the region, SMDS has a comprehensive understanding of South Florida's natural, human and cultural ecology, and the challenges of climate change, resiliency and adaptation impacting the area. These challenges require a thorough understanding of the regulatory environment, latest technologies and strategies, and demand a flexible and multidisciplinary approach to create the most effective solutions. As important is the role that the community and stakeholders play on public projects; consensus-building is key to a project's success.

SMDS has designed award-winning parks, including Maurice A. Ferré Park in Downtown Miami and South Pointe Park in Miami Beach, demonstrating the firm's abilities to effectively meet the project's goals, while addressing the needs and desires of the community, and building resiliency at the shoreline and on land.

The studio is located in North Miami, a short distance from Surfside and has previous experience with the Town as the landscape architecture firm contracted for the Surfside Community Center.

Office Location: 12345 NE 6th Avenue, North Miami, Florida 33161

Project team location: Various cities within Miami-Dade and Broward County

Corporate structure: S-Corporation. The firm nurtures a highly collaborative environment led by two principals

and supported by a team of five design associates

Ownership interest: Adriana Savino is 60% owner and Barry Miller is 40% owner

Length of existence: 27 years, since April 1993

CLIENT LIST

· City of Miami Beach

Bayshore Park, April 2016 - present

· City of Hallandale Beach

Sunrise Park, April 2018 - present

City of Coral Gables

Gables Station Dog Park, March 2019 - present

· City of Miami

Maurice A. Ferré Park, January 2012 - December 2018

Miami DDA

Miami Baywalk & Riverwalk Design Guidelines, January 2018 - July 2019

The Barnacle Historic Society

The Barnacle, December 2018 - present

Stantec

Akara Kenect, January 2019 - present

1515 Flagler, January 2018 - present

Midtown 29, June 2014 - June 2018

· The Padron Group

Wynwood Brewery, March 2018 - present

CES Consulting

West Avenue, July 2017 - present

Gurri Matute

Greynolds Park, November 2014 - March 2019

· Rene Gonzalez Architects

Louver House, April 2014 - December 2017

Miami-Dade County Parks

Gwen Cherry Park Playground, September 2019 - present

Hellinger Group

River Landing, June 2017 - present

Douglas Wood & Associates

Muss Park, December 2015 - March 2017

STA Architectural Group

Essex Hotel, June 2019 - present

800 Lincoln Road, October 2018 - January 2020

Miami, FL



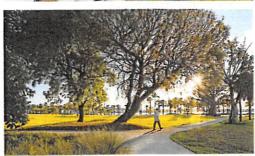












Maurice A. Ferré (fka Museum Park) is located on the site of the former "Bicentennial Park" that essentially isolated a portion of the Downtown Miami urban fabric from its waterfront. Approximately twenty acres in size, the park sits at the terminus of Government Cut, the City's waterway axis from the Atlantic Ocean. This open space is one of the rare opportunities to publicly access the waterfront in Miami. The park, conceived together with the proposed Perez Art Miami Museum and the Phillip and Patricia Frost Science Museum, has become popular for residents and tourists alike, serving the booming urban district adjacent to the park space, and museum visitors. Phase I is part of the original Master Plan concept, at a price of \$45 million. In 2010, the recession forced the City to temporarily abandon the project. In 2011-12, as the recession came to a close, the City decided to begin a scaled-down version of the original park as a first step towards eventually realizing the original Park's design intent.

Client: City of Miami

Contact: John De Pazos, Senior Project Manager, CITP Office, City of Miami Miami Riverside Center, 444 SW 2nd Avenue, 8th Floor, Miami, FL 33130 305.416.1094, jdepazos@miamigov.com

Year Completed: 2019

Construction Cost: \$10M actual and estimated

BELLE ISLE PARK savinomiller

Miami Beach, FL



Belle Isle Park, located on the only natural island of the Venetian Islands between Miami and Miami Beach, is a major open space surrounded on three sides by high-density condominium buildings, and Venetian Causeway to the north. The space offered no walkways or large open spaces for play, but was mostly used by residents to walk the dogs. SMDS was asked to create a plan to attract more residents to use the park, and responded with a plan which provided for a range of recreational opportunities. A large elliptical open space formed by a walkway, coupled with a "Bark Park" and numerous small paved seating areas – located by each of the park entry/street crosswalks – allows for both passive and active play activities. Numerous existing trees and palms were preserved or transplanted to create and define the park's spaces.

Client: City of Miami Beach

Contact: Carla Dixon, Capital Project Coordinator, Capital Improvements Projects Office, City of Miami Beach 1700 Convention Center Drive, Miami Beach, FL 33139 // 305-673-7071, carladixon@.miamibeachfl.gov

Year Completed: 2008

Construction Cost: \$450,000 actual and estimated

MIAMI BAYWALK & RIVERWALK DESIGN GUIDELINES

Miami, FL



The Guidelines re-imagine the 25 foot-wide waterfront easement through a menu of design elements and linkages to provide a continuous waterfront experience, as well as spatial strategies adaptive to future development.

The Miami Baywalk & Riverwalk Design Guidelines were conceived to transform approximately five miles of publicly accessible waterfront into a vibrant, resilient, and connected Baywalk & Riverwalk. This open space corridor is a critical investment that will improve public amenities and increase waterfront resiliency. A comprehensive analysis and public outreach process led to the creation of a family of unifying design elements that adopt the latest approach in resiliency/adaptation strategies.

Client: Miami Downtown Development Authority

Contact: Neal Schafers, Senior Manager, Miami DDA, 200 S Biscayne Blvd. Suite 2929, Miami, FL 33131 305-379-6566, schafers@miamidda.com

Year Guidelines Completed: 2020 Construction Cost: \$25M estimated Miami Beach, FL









This 19-acre park in the middle of Miami Beach is the site of a former PAR 3 golf course. Currently in the final design stages, this park will not only be a place for recreation, but also stormwater management by using the central lake as stormwater retention for the neighborhood's watershed.

The Park Master Plan recognizes the City's critical issues of climate change and sea level rise, while meeting the recreational needs for all community members. Miami Beach is presently addressing sea level rise by elevating roads and pumping stormwater run-off back into the bay, often exacerbating pollution levels and harming sea grass beds. An upcoming City streetscape project proposes to elevate the streets in the neighborhood surrounding this park site. Our team suggested planning both the park and streetscape projects in collaboration that will serve as a neighborhood "resiliency model". The design proposes to use the park's lake as stormwater retention for the neighborhood's watershed, thereby reducing demand on the island's "gray" infrastructure while improving water quality through natural filtration. The lake will also contribute to habitat biodiversity within the urban environment.

Client: City of Miami Beach

Contact: David Martinez, Office of Capital Improvement Projects, 1700 Convention Center Drive, Miami Beach, FL 33139 // 305.673.7071, DavidMartinez@miamibeachfl.gov

Year Completed: In progress

Construction Cost: \$11M estimated

MATHESON PLANTATION - 2017 FL ASLA AWARD OF HONOR

Key Biscayne, FL









Matheson Plantation Village is envisioned as a destination site to be enjoyed today and by future generations. It is to be a place that provides a natural, historic, rich, cultural and educational experience reflecting the values and legacy of the Matheson family who donated the land in 1940.

It is designed to be a sustainable village that respects the natural environment and encourages visitors to interact with, and learn about native flora and fauna, as well as local construction and production methods. This design concept reinforces what the Matheson family established long ago.

Client: Miami-Dade County Parks, Recreation & Open Spaces

Contact: Alissa Turtletaub, Senior Planner, Miami-Dade County Parks, Recreation & Open Spaces alissa@miamidade.gov, 305-755-7952

Year Master Plan Completed: 2013

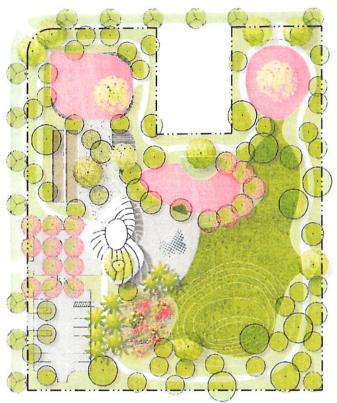
Construction Cost: N/A

SUNRISE PARK savinomiller

Hallandale Beach, FL







Sunrise Park sits at a half-acre in a residential neighborhood of Hallandale Beach. The park program was developed with community input through various outreach sessions and includes a playground, vita course, game plaza, open lawn, butterfly garden, berm and bathroom facility. The landscape design was inspired by the coontie butterfly, a native of the area. This is reflected in the architectural shape of the bathroom facility and shade structures. Additionally, the color pink was chosen in conjunction with the City for the identity of the park and this is reinforced in the planting palette and the play surface.

Client: City of Hallandale Beach

Contact: Fernando Paiva, Capital Improvements, 400 S. Federal Highway, Hallandale Beach, FL 33009

Year Completed: In progress

Construction Cost: \$3.2M estimated

GATEWAY PARK savinomiller

Sunny Isles Beach, FL







Sunny Isles Beach Park/Garage is a park designed as a new community green space, ideally located at one of the major gateways to the City. Established as a joint venture between developer (who has significant condominium holdings adjacent to the park) and the City, the park provides diverse recreational activities and allows for programming large community events like concerts, games, etc. A small courtyard is located adjacent to a planned cafe, along with a waterfall, water play area and playground.

Client: City of Sunny Isles Beach

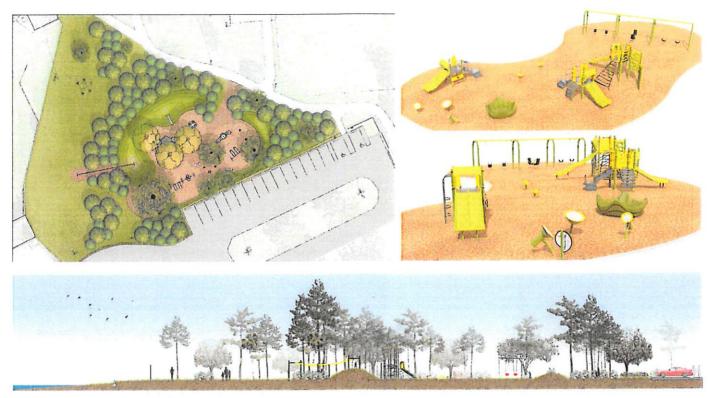
Contact: Susan Simpson, Assistant City Manager, 18070 Collins Avenue Sunny Isles Beach, FL 33160 305.792.1701 SSimpson@sibfl.net

Year Completed: 2013

Construction Cost: \$2M actual and estimated

GWEN CHERRY PLAYGROUND

Miami, FL



The inspiration for this playscape is the celebration of the site's natural history by showcasing the rich diversity of the Pinelands, the benefits of play, the fostering of childhood curiosity of the natural world, and the utility of sustainable materials.

As part of Miami-Dade County's initiative to adopt nature-based playgrounds for its parks, SMDS designed a play area inspired by the Florida native Slash Pine and its natural environment. The selected play equipment has organic forms and colors that blend in with the landscape. Natural elements such as cypress logs will also be utilized for play. The landscaping is a reinterpretation of the Slash Pine's natural habitat, with native palms, grasses, large shade trees and pollinator attracting flowers. The new playground has also been relocated to a more favorable location where families will be able to access the playground with greater ease.

The mission for this playground design was to create a neighborhood playground that promotes social equity and ecological awareness while serving as a model of sustainability and universal design.

Client: Miami-Dade County Parks, Recreation & Open Spaces

Contact: Hong Yun, Landscape Architect, 275 N.W. 2nd Street, Miami, Florida, 33128

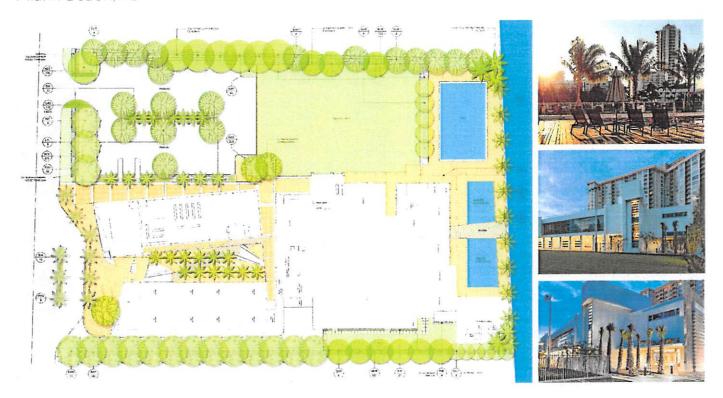
305.755.7922, Hongbum. Yun@miamidade.gov

Year Completed: In progress

Construction Cost: \$250,000 estimated

JEWISH COMMUNITY CENTER

Miami Beach, FL



The JCC, Jewish Community Center, in Miami Beach was conceived to be an indoor-outdoor recreation facility. Our task was to do a landscape master plan for the whole site/facility that included a parking lot, an entry plaza, soccer field and outdoor swimming pool and water facilities. The concept was to provide create smooth transitions from interior to exterior shade and sun activities, and from the parking lot the building. The landscape plan and site lighting complemented the architecture and responded to the uses of each area.

Client: STA Architectural Group

Contact: Todd Tragash, Principal, 3526 North Miami Avenue, Miami FL, 33127

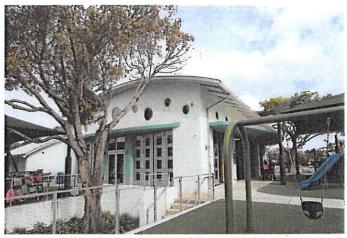
305-571-1811, Todd@staarchitecturalgroup.com

Year Completed: 2012

Construction Cost: \$11M estimated

MUSS PARK savinomiller

Miami Beach, FL









Neighborhood park in Miami Beach ddressing concerns of sea level rise by elevating the park. Park features include community center, playground and open play field. Savino & Miller Design Studio was the lead landscape architect on the project. The planting was mostly salt-tolerant native species, including shade trees, requiring minimal maintenance.

Client: City of Miami Beach (Douglas Wood & Associates was Prime Consultant)

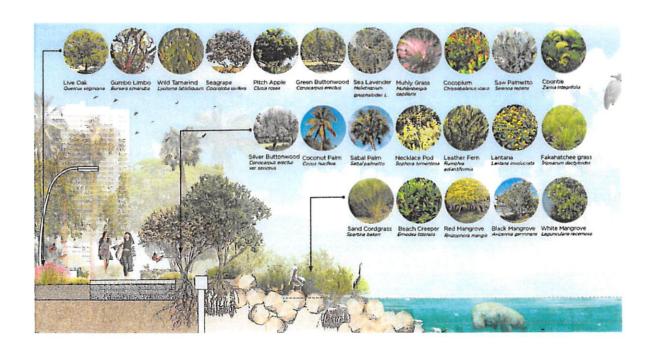
Contact: David Martinez, Office of Capital Improvement Projects, City of Miami Beach 1700 Convention Center Drive, Miami Beach, FL 33139 305.673.7071, DavidMartinez@miamibeachfl.gov

Year Completed: 2018

Construction Cost: \$2.6M actual and estimated

TAB 3 Incorporation of Resiliency Elements

27



INCORPORATION OF RESILIENCY ELEMENTS

The SMDS design team is committed to improving urban resilience in the Town of Surfside; we believe that growing community resilience is a key component to a healthy and lasting future in Surfside. The 96th Street Park project could as a Resiliency Model for the Town of Surfside and will be an exemplary of the collaborative process needed to implement the developing resilient agenda found in the Town's Climate Crisis Report and Action Plan.

As identified in the Action Plan's strategic next steps, our design process will evaluate and address the stated goals and objectives: identify vulnerabilities specific to site and place, disaster response preparation, and improved public health. Ecological and spatial vulnerabilities are assessed in this proposal through the development of our resilient strategies, which incorporate built, green and natural infrastructure, as well as sustainable lighting and materials.

This project presents an excellent opportunity to apply the team experience in systems approach in green infrastructure to develop long term sustainable solutions. This includes assist with water management and water storage to help the Town to cope with heavy rainfall, salt-water intrusion and sea-level rise. Additionally, inherent flexibility in the recreation center's space planning will allow the adaptation of the site and building to assist in disaster response. Every aspect of the project's design from material selection, walkability and accessibility to augmenting the community's engagement with water will address improving public health, sustainability, resiliency and sea-level rise adaptation. In that sense the team will:

- Explore raising the elevation of the park, raising the seawall, using rip-rap and a living shoreline to reduce impacts from sea-level rise, flooding and salt-water intrusion.
- If seawall is raised, consider adding life to its surface by using Eco Concrete or equivalent, increasing shoreline
 protection and water quality.
- Creating bioswales/rain gardens at streetscape side of park to improve stormwater drainage.
- Explore re-purposing existing park buildings or structures.
- Use of locally manufactured materials with recycled content. All materials will be prioritized on their cradle-tocradle value, in terms of pre- and post-recycling content and potential. Simplicity, ease of maintenance/repair, and "replace-ability" will all be key factors in the design and selection of all furnishings and materials.
- Raise the recreation building up to minimum of nine feet NGVD (Flood 8'+ 1' NGVD). Consider blue-green strategies such as water collection or a green roof, and solar panels on building roof.
- Architecture design of recreation building can be designed to allow for use as a disaster response center.
- Enable the conservation of energy and water by creating, for example, on-site irrigation water storage, slowemmitting/low-trajectory irrigation heads, mulching, and using LED or solar lighting.
- Use of salt-tolerant, wind-tolerant, drought-tolerant (xeriscape) low fertilizer requirement native plants and shade trees to reduce maintenance, urban heat island effect and create a more pleasant park experience.
- Reduce impervious areas, increase pervious space with mulch, groundcover and pervious paving.
- Improve accessibility, increase walkability and bike friendliness both within the 96th Street Park and the town
 as whole by providing bicycle racks, rentable scooters, bicycle stations, and creating a more shaded park entry.
- Educate residents and visitors on climate change, environmental challenges and measures taken in response, through the community outreach process of the park design.

TAB 4 Project Team, Experience & Team Organizational Chart













SUMMARY OF TEAM QUALIFICATIONS & EXPERIENCE

The design team assembled for this project has been selected based on their local expertise, previous project experience and proven success collaborating on similar projects.

Savino & Miller Design Studio will lead the team as landscape architect and master planner. Barry Miller and Adriana Savino, SMDS principals, have 60 years of combined experience in open-space design and are particularly passionate about waterfront park spaces. They recognize that waterfront parks, regardless of size, offer the opportunity to create a unique recreational experience as well as incorporate resilient design principles to alleviate any existing stormwater management issues. In addition to having worked in the Surfside Community Center for the Town of Surfside, the studio has also successfully completed numerous parks throughout South Florida, including Maurice A. Ferré Park in Miami and South Pointe Park in Miami Beach, and have a nuanced understanding of the climate changes issues facing this region. Presently, the firm is the prime consultant for Bayshore Park, a 20-acre park set at a former golf course in Miami Beach that is designed to hold and filter stormwater to protect the neighborhood from flood events. Additionally, SMDS recently completed the Miami Baywalk & Riverwalk Design Guidelines, which proposes various configurations to create a more resilient, unified and activated waterfront. The Guidelines are set to be codified in Miami 21.

Leading the architecture for this project is **William Lane Architect**. Based in Miami for over 20 years, the firm seeks to create lively and dynamic environments by merging art and architecture. The firm is best known for its iconic Miami Beach lifeguard stations, but it is also successful in designing architectural elements for parks. For example, William Lane worked with SMDS and Hargreaves Jones on South Pointe Park where William designed the community building that integrates seamlessly with the park's landform and playground/fountain area, providing concession, restrooms and a seating area on the building's roof terrace. He also designed a park pavilion at Samson Park in Sunny Isles Beach, providing shade for the playground and picnic area. The pavilion is integrated with two other architectural elements that have bathrooms and other park amenities. Presently, William is collaborating with SMDS on Bayshore Park, Miami Beach and Sunrise Park, Hallandale Beach.

Atelier Mey is the team's **Climate Adaptation Architect**. The firm provides a range of project experience that explores place and its connection to water through the lens of ecological, cultural, social, and economic circumstance. Atelier Mey is led by Christopher and Shawna Meyer who have an existing relationship with the community of Surfside, and an intimate understanding of the current and future challenges specific to the Town of Surfside and its community through their work with the University of Miami School of Architecture LU_Lab. Their mission with the Lab and the Town of Surfside is to analyze, strategize and envision what a comprehensive urban model is for the future of Surfside, which will culminate in the development of a comprehensive Climate Crisis document.

Coastal Systems International will be the team's civil engineer. The firm is known throughout Florida for delivering solutions for unique and complex projects in the coastal/waterfront environment for over 25 years. Coastal Systems has been working on projects to strengthen communities' coastal resilience efforts with both public and private clients since its inception. They bring expertise in coastal, marine and civil engineering to design resilient shoreline protection infrastructure capable of adapting to sea level rise and climate change effects. Their team possesses a unique understanding of developing and permitting solutions that provide increased protection, are financially viable and provide long-term economic benefits to the Town's residents.

SMDS and Coastal Systems International have been collaborating for the last 20 years. Most recently on Maurice A. Ferré Park, South Pointe Park, Miami Baywalk & Riverwalk Design Guidelines and presently, Bayshore Park. All other members of the team have also worked on park projects with SMDS:

Douglas Wood & Associates, Structural Engineer: Muss Park, Bayshore Park (Miami Beach)
Louis J. Aguirre & Associates, MEP Engineer: Coral Gables Bark Park (Coral Gables)
Ardaman & Associates, Geotechnical Engineer: Bayshore Park (Miami Beach)
Tropical Designs of Florida, Certified Arborist: Bayshore Park (Miami Beach)
3TCI, Inc. Surveyor: Bayshore Park, Gwen Cherry Park Playground (Miami)
Ken Di Donato Inc., Irrigation: Bayshore Park, South Pointe Park (Miami Beach), Maurice A. Ferré Park (Miami)



Landscape Architect - Prime Consultant

Barry Mille	er, ASLA, PLA			Adriana Savi		
Lead	Principal			Site F	Planner	
	•			•		•
Xiaoyuan Du Associate	Jose Fonseca, Project Mana		7.1	itzing, PLA sociate	Patrio	cia Matamoros, ASLA Associate
		Subcons	sultants			
William Lan- Lead A					telier M laptatio	ley on Architect
William Lane, AIA Principal			Sh	awna Meyer, Principal	AIA	Chris Meyer, AIA Principal
Coastal System Civil Er				A CONTRACTOR OF THE PARTY OF TH		sociates Engineer
Andres P Engineering					elio Ho Principa	
Douglas Wood Structural			0 0 0 0 0 0 0 0 0 0		guirre 8 P Engi	Associates neer
Douglas Princ					is J. Ag Principa	
Tropical Desig					DiDona tion En	to, Inc. gineer
Jeff Shir Princ					n DiDoi Principa	
3TCI, Surve			6 0 0			

Felix Suarez Principal



BARRY MILLER, ALSA, PLA

Principal

Barry Miller has spent the last 30 years practicing landscape architecture with the mission of having a positive impact on the sustainability and resiliency of our built and natural environment. With award-winning projects ranging from parks, streetscapes, master plans, mixed-use developments, hospitality and residential, he has engaged in a wide range of scopes and scales, always delivering designs that are beautiful, functional and sensitive to the environmental and cultural context of the site.

Barry's work has been widely recognized at the state and international level by numerous organizations, including the Florida Chapter for the American Society of Landscape Architects, American Planning Association Gold Section and Green Roofs for Healthy Cities. Barry is a registered Landscape Architect in the State of Florida. He remains actively involved in Florida's landscape architecture programs as a juror, engaging students through site tours and lecturing widely throughout the state.

SELECTED EXPERIENCE

Miami Baywalk & Riverwalk Design Guidelines and Brand Development, Miami, FL

Museum Park, Miami, FL

South Pointe Park, Miami, FL

Miami Beach City Hall Center, Miami Beach, FL

Aventura Optima, Aventura, FL

River Landing, Miami, FL

Homestead Bayfront Park Master Plan & Design Guidelines, Homestead, FL

The Barnacle Resiliency Master Plan, Miami, FL

West Avenue Streetscape, Miami Beach, FL

Bayshore Park, Miami Beach, FL

EDUCATION

Master of Urban & Regional Planning, University of Florida, 1979

Bachelor of Landscape Architecture, University of Florida, 1985

PROFESSIONAL QUALIFICATIONS

Registered Landscape Architect: FL#LA0000866, FL

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects
Urban Land Institute

SELECTED HONORS

FLASLA Award of Excellence, South Pointe Park, 2019

FLASLA Award of Honor, PAR 3 Community Park, 2018

FLASLA Award of Merit, Miami Beach City Hall, 2015

FLASLA Award of Merit, Museum Park, 2015

Green Roofs for Healthy Cities, Aventura Optima, 2015

FLASLA Frederic B. Stresau Award, Korge Residence, 2007

APA Gold Section Award of Excellence, Homestead Bayfront Park Master Plan & Design Guidelines

PRIME CONSULTANT



ADRIANA SAVINO, AIA

Principal

Adriana Savino is an accomplished architect and urban designer working within many scopes and mediums. From custom-designed signage, furnishing and lighting fixtures to parks, streetscapes, neighborhood master plans and residences, Adriana's work stretches the definition of an "architect". Regardless of scope or scale, Adriana approaches each project with the intent to reveal the uniqueness of the site. She delves into the cultural, historic, social and ecological contexts, delivering a design that is reflective of and responsive to the needs and desires of the community.

Adriana's work has been widely recognized at the state and international level by numerous organizations, including the Florida Chapter for the American Society of Landscape Architects, American Planning Association Gold Section and Green Roofs for Healthy Cities. Adriana is a registered Architect in the State of Florida. She is actively involved in the field as an advocate for resilient, community-minded design in the public urban environment.

SELECTED EXPERIENCE

Tamiami Bridge Tender House, Miami, FL

Miami Baywalk & Riverwalk Design Guidelines and Brand Development, Miami, FL

Matheson Plantation Village Master Plan, Key Biscayne, FL

Washington Avenue Streetscape & Master Plan, Miami Beach, FL

41st Street Bridge & Master Plan, Miami Beach, FL Homestead Bayfront Park Master Plan & Design Guidelines, Homestead, FL

Village of Biscayne Park Signage, Biscayne Park, FL The Barnacle Resiliency Master Plan, Miami, FL Bayshore Park, Miami Beach, FL

EDUCATION

Master of Architecture with a Certificate in Urban Design, University of Pennsylvania, 1982

Bachelor of Architecture, Universidad Central de Venezuela, 1979

PROFESSIONAL QUALIFICATIONS

Registered Architect: AR0014444, FL

PROFESSIONAL AFFILIATIONS

American Institute of Architects

SELECTED HONORS

FLASLA Award of Excellence, South Pointe Park, 2019

FLASLA Award of Honor, PAR 3 Community Park, 2018

FLASLA Award of Merit, Miami Beach City Hall, 2015

FLASLA Award of Merit, Museum Park, 2015

FLASLA Award of Merit, Cisneros Residence, 2015

FLASLA Award of Merit, Sanchez Garden, 2015

Green Roofs for Healthy Cities, Aventura Optima, 2015

FLASLA Frederic B. Stresau Award, Korge Residence, 2007

APA Gold Section Award of Excellence, Homestead Bayfront Park Master Plan & Design Guidelines



KELLY HITZING, PLA

Associate

Kelly Hitzing brings a wealth of experience to Savino & Miller Design Studio, she worked at various firms throughout the country before returning to her native Florida where she completed domestic and international projects of all scales and types – from high end waterfront residential to master planning entire islands in the Caribbean.

Master of Landscape Architecture, University of Virginia, 2012 Bachelor of Fine Art, University of Tennessee, 2000



JOSE D. FONSECA, ALSA

Associate

Jose has been practicing landscape architecture for the last eight years, formerly working in a directorship role at his former firm. As an associate at Savino & Miller Design Studio, Jose manages private and public projects from conceptual design to construction administration. He is particularly experienced in parks and high-end development, but has completed projects in a wide range of areas.

Master of Landscape Architecture, Florida International University, 2011



XIAOYUAN DU

Associate

Xiaoyuan Du began her career in landscape architecture at Savino & Miller Design Studio. She has quickly taken on the role of project manager and leads the design development on a number of projects, including parks, commercial buildings, highend residential and hospitality.

Master of Landscape Architecture, University of Arizona, 2016 Bachelor of Landscape Architecture, Sichuan Fine Arts Institute, 2014



PATRICIA MATAMOROS, ASLA

Associate

Patricia Matamoros began her career in architecture and after a few years working in the field, made the decision to return to graduate school and study landscape architecture. She started this degree in Caracas, Venezuela and finished it in Miami, all the while interning at Savino & Miller Design Studio. Upon graduation she accepted a full-time position at the studio and has since engaged in a number of public and private projects as a project manager and design associate.

Master of Landscape Architecture, Florida International University, 2019 Bachelor of Architecture, Universidad Central de Venezuela, 2013

LEAD ARCHITECT

WILLIAM LANE, AIA

Principal



William Lane brings an interdisciplinary perspective to the studio. The diverse body of work designed by the firm include single and multiple family residences, parks, restaurants, hotels, mass transportation infill components, office buildings, retail spaces, and civic structures. The firm has been featured in several national design publications and has been awarded on three occasions for exemplary performance in design from the AIA.

William Lane's diverse body of work includes both public and private spaces with a particular attention on expressing the potential of the surreal in the city. His iconic Lifeguard Towers for the City of Miami Beach colorfully hover as individualized figures that demarcate the edge between city and ocean. Similarly, his oval antennaed multi-use pavilion at South Pointe Park on Miami Beach tucks itself into a serpentine dune evoking a sea creature's migration at the bottom of the sea. Lane's use of narrative is paired equally with an attention to expressive fabrication and detail where all components are considered within a poetic whole.

Prior to him establishing his own practice in 1990, he worked in the studio of artist Dennis Oppenheim in New York, the Office for Metropolitan Architecture (OMA) in London, and I.M. Pei and Partners in New York.

EDUCATION

Bachelor of Architecture, The Cooper Union for the Advancement of Art and Science

Architectural Association, London, UK

New York University, School of Cinematic Studies

PROFESSIONAL QUALIFICATIONS

Registered Architect: NCARB Certificate No. 40,583 AR0014247, FL AA0003666, FL

PROFESSIONAL AFFILIATIONS

American Institute of Architects

SELECTED HONORS

Florida/Caribbean AIA, Award of Excellence, Miami Beach Lifeguard Towers, 2017

Dade Heritage Trust Annual Preservation Award The Freehand Hotel, 2017

Florida/Caribbean AIA, Award of Excellence, South Pointe Park, 2009

AIA Honorable Mention, Award of Excellence Sunny Isles Beach Pavilion, 2004

Miami AIA, Award of Excellence, Miami Beach Lifeguard Stands, 1997

Gulf and Western Foundation, Architectural Study Grant, 1986

New York Foundation for the Arts Fellow, 1986

SELECTED EXPERIENCE

Samson Park, Sunny Isles Beach, FL:

Park shade structures for playground and picnic area integrated with two buildings with restrooms and other visitor facilities.

South Pointe Park, Miami Beach, FL:

Park restrooms, concession and maintenance office integrated within playground/interactive fountain area and serpentine park landform.

Miami Beach Lifeguard Towers, Miami Beach, FL:

This is a series of 36 lifeguard towers that stretch along the 7 mile long City of Miami Beach ocean front.

SELECTED EXPERIENCE











SAMSON PARK, SUNNY ISLES BEACH, FL

Our design, which takes clues from the surrounding motels, is both whimsical and personable. The dominant element is a poured concrete boomerang canopy that is held afloat by steel columns that are tilted and multi-axial. Placed within this boomerang are two egg shaped openings that are open to the sky. Restrooms are found in the larger of the two elements, and concession machines and drinking fountain in the smaller one.

SOUTH POINTE PARK, MIAMI BEACH, FL

Inspired by earthworks from the 1970's, the landforms that define South Pointe Park provide a sculptural counterpoint to the otherwise flat terrain of Miami Beach. The hub of the park is a Bruegel like nexus of playground, theater, bridge, viewing platform, and multi-use pavilion. Influential imagery included birds' nests, sea slugs, and elements from Gaudi's Park Guell. The building has concessions, bathrooms, and a park maintenance office.

MIAMI BEACH LIFEGUARD TOWERS, MIAMI BEACH, FL

The design is comprised of 6 prototypes provided in 6 distinct color palettes making each tower unique. They populate the shoreline with a unique formation of fabled characters like the Moai figures on Easter Island provide an expression for the identity and culture of the region. Garbed in colorful beach wear they are giant size emojis that greet the sea and sunrise like sacred sentinels. Found within the abstract detailing of the roof lines, contours, colors and materials, is the optimistic futurism of Art Deco, the local comfort of Cracker Style, and the brightness of South Florida's tropical flora.

CLIMATE DESIGN ARCHITECT

Atelier Mey



SHAWNA MEYER, AIA Principal Collaborator, LU_Lab

Professionally licensed in the states of Minnesota and Florida, Shawna has worked at international award-winning architectural practices in Minneapolis and Boston before creating her own practice that engages work across scales through transdisciplinary design teams. In 2018, Shawna was named a Grist 50 Fixer for her sustainably focused work as a practicing architect and her authorship on the climate focused Pamphlet Architecture. Shawna has co-authored essays exploring the relationship between infrastructure and architecture and was co-author with partner Christopher Meyer and Daniel Hemmendinger of Buoyant Clarity, Pamphlet Architecture 36, published in 2018 by Princeton Architectural Press.

She has been a guest critic at the College of Design in Minneapolis, Fay Jones School of Architecture in Fayetteville, Wentworth Institute of Technology in Boston and currently is a design studio lecturer at the University of Miami School of Architecture.

EDUCATION

Bachelor of Architectural Studies, Fay Jones School of Architecture, University of Arkansas

Master of Architecture, College of Design, University of Minnesota

PROFESSIONAL QUALIFICATIONS

Registered Architect: FL, MN

PROFESSIONAL AFFILIATIONS

American Institute of Architects Miami Chair, Sea Level Rise Task-Force GRIST FIXERS

ATELIER MEY SELECTED HONORS

Winner, Pamphlet Architecture 36 Competition, Buoyant Clarity, 2016
Winner, Design Toronto Surface Tension Gallery Competition, entry: Ubiquitous Erosion
Finalist, Contrei Live International Competition, Liminal Dialogues, 2019
Awarded Grant Recipient, U.S. Forestry Service, Wood Innovation Grant, 2019



CHRISTOPHER MEYER, AIA
Principal
Assistant Professor, U|SoA
Director, LU_Lab

Within his practice, Chris has established a design approach rooted in pedagogical frameworks that act as provocations to the work of Atelier Mey. Christopher earned his Master of Architecture from the Graduate School of Design at Harvard University and his professional degree from the Fay Jones School of Architecture + Design at the University of Arkansas. Professionally licensed in the states of Minnesota and Wisconsin, he has practiced in Minneapolis and Boston on award-winning projects. Christopher has authored essays on design and architecture's relationship with dynamic and evolving environmental systems and was co-author with partner Shawna Meyer and Daniel Hemmendinger of Buoyant Clarity, Pamphlet Architecture 36, published in 2018 by Princeton Architectural Press.

Christopher is presently an Assistant Professor of Architecture at the University of Miami School of Architecture and the Director of LU_lab, a research center focusing on the evolving dialogue of urbanism and environment.

EDUCATION

Bachelor of Architecture, Fay Jones School of Architecture, University of Arkansas

Master of Architecture, Harvard Graduate School of Design

PROFESSIONAL QUALIFICATIONS

Registered Architect: WI, MN

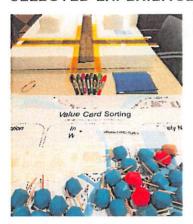
PROFESSIONAL AFFILIATIONS

American Institute of Architects
Association of Collegiate Schools of Architecture

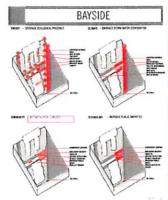
CLIMATE DESIGN ARCHITECT

SELECTED EXPERIENCE

Atelier Mey



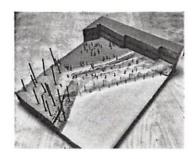


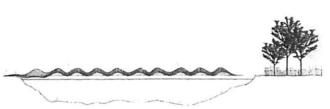




TOWN OF SURFSIDE, CLIMATE ACTION PLAN + COMMUNITY ADAPTATION TOOLKIT

The Town of Surfside has engaged the University of Miami School of Architecture LU_Lab to analyze, strategize and envision what a comprehensive urban model is for the future of Surfside resulting in the development of a comprehensive Climate Crisis document. Led by Christopher Meyer, Assistant Professor at the School of Architecture with collaboration from Atelier Mey, via his partner Shawna Meyer, their team has engaged the Surfside community through committee presentations, formal workshops, pop-up workshops, and continued collaboration with the town administration and CGA Sustainability team.







LIMINAL DIALOGUES, COMPETITION FINALIST CONTREI LIVE, KUURNE, BELGIUM

The project aims to reposition the body in space to uncover perspectives which challenge the inhabitants' preconceptions of water and land. The project explores, and augments, the relationship between solidity of the ground plane [terra firma] and the fluidity of the waterscapes [aqua firma] by physically suspending the body in space above the surface of the water. The suspended inhabitation pushes and pulls the body across these boundary conditions, encouraging the occupation of two distinctly yet irrevocable bound environments.









SURFACE TENSION GALLERY IN DESIGN TO, TORONTO: EXHIBITION, UBIQUITOUS EROSION

The exhibition by Atelier Mey explores the presence of water in community through exposing the residual effects the brutality of water imposes on the constructed environment. The photos, absent of water, yet the ghost of wet is present; a testament to the perils of coexistence with hydrological pressures and structure.

CIVIL ENGINEER

ANDRES PEREZ, PE Engineering Department Head



Andres Perez, P.E. Engineering Department Head of Coastal Systems International has over 20 years of civil engineering experience in Florida. He has completed the planning, design, and construction administration for site/civil projects including parks, streetscape, and Rights-of-Way.

His site/civil design experience in Florida includes the permitting of projects through agencies such as the Florida Department of Environmental Protection, South Florida Water Management District, and Florida Department of Transportation.

He has processed stormwater management designs through these agencies to obtain Environmental Resource Permits, and has demonstrated experience with coastal and waterfront projects. These projects have required extensive coordination with diverse project teams to meet the development programming goals for both public and private sector clients, and also meet the stringent regulatory permitting criteria required to manage surface water runoff.

EDUCATION

Bachelor of Science in Civil Engineering, Florida International University, Miami, Florida, 2001

PROFESSIONAL QUALIFICATIONS

Professional Engineer, FL

SELECTED EXPERIENCE

Maurice A. Ferré Park, Miami, FL

Miami Baywalk & Riverwalk Design Guidelines and Brand Development, Miami, FL

South Pointe Park, Miami Beach, FL

Rickenbacker Causeway Recreational Corridor, Key Biscayne, FL

Maurice Gibb Memorial Park, Miami Beach, FL

Pinetree Park, Miami Beach, FL

Bayshore Park, Miami Beach, FL



Maurice A. Ferré Park, Miami, FL



Bayshore Park, Miami Beach, FL



South Pointe Park, Miami Beach, FL



Maurice Gibb Memorial Park, Miami Beach, FL

STRUCTURAL ENGINEER - DOUGLAS WOOD & ASSOCIATES

DOUGLAS WOOD
ASSOCIATES, INC.
STRUCTURAL ENGINEERS

DOUGLAS WOOD, PE, SECB

Principal-in-charge

Mr. Wood has four decades of experience providing structural engineering in South Florida. Mr. Wood's reputation for thoughtful consideration, creative solutions, thorough analysis, detailed design and client-responsive service is unsurpassed.

For his entire forty year career, Mr. Wood has been engineering buildings and facilities for municipalities in South Florida. Mr. Wood's work includes some of South Florida's most complex buildings, including numerous projects at the historic County-owned Vizcaya Museum & Gardens and the new Miami-Dade Fire Rescue Training Facility.

SELECTED EXPERIENCE:

Muss Park Pavilion, Miami Beach, FL Miami Beach Soundscape Park, Miami Beach, FL West End Park Community Center, Miami, FL

MEP ENGINEER - LOUIS J. AGUIRRE & ASSOCIATES



LOUIS J. AGUIRRE, PE. LEED AP

Principal-in-charge

Mr. Aguirre is founder and President of LOUIS J. AGUIRRE & ASSOCIATES, P.A. For the last 49 years, the firm has specialized in providing innovative solutions to complex designs to various facility types. Mr. Aguirre bears the overall responsibility for contractual performance, particularly with respect to the level of service and client satisfaction. As the design Principal of the firm, he has participated in the programming, design and supervision of installations and construction in numerous projects of up to \$180 million where his vast knowledge is vividly portrayed.



SELECTED EXPERIENCE:

Moore Park, Miami, FL Morgan Levy Park Community Center, Doral, FL Gibson Park, Miami, FL





EVELIO HORTA, PhD, PE, GE

Chief Geotechnical Engineer



Dr. Horta has over 45 years of varied experience in the field of geotechnical engineering, and has been with Ardaman for the past 27 years. Dr. Horta supervises geotechnical investigations and prepares recommendations for a wide variety of projects including low to high-rise structures, highways and bridges, embankments, dams, and public work projects. He also supervises construction monitoring and testing on similar projects.

SELECTED EXPERIENCE:

Bayshore Park, Miami Beach, FL Maurice Gibb Park, Miami Beach, FL Rest Beach Park Restoration, Key West, FL Sunrise Park, Hallandale Beach, FL



of Florida Inc

JEFF SHIMONSKI, ISA Certified Arborist

President



Mr. Shimonski has over 40 years of experience in his field. He was the former Vice President of Horticulture at Parrot Jungle & Gardens. His firm provides consultant services for tropical and sustainable site development, tropical horticulture, arboriculture, animal exhibit design, development of tropical integrated pest management programs and expert witness testimony in South Florida and internationally.

SELECTED EXPERIENCE:

Bayshore Park, Miami Beach, FL Fort Dallas, Miami, FL West Avenue, Miami Beach, FL Pinecrest Gardens, Pincecrest, FL

IRRIGATION ENGINEER - KEN DIDONATO, INC.



KEN DIDONATO, PE

Principal-in-charge

Mr. DiDonato has 40 years of experience in the design and installation of irrigation systems. He has worked on projects ranging from golf courses, parks and recreational projects, institutional and commercial. He has also worked with numerous public clients such as Broward County, City of Hollywood, Metro-Dade, City of Boca Raton, Cooper City, Town of Davie, City of Hialeah, and City of Miami Beach.

SELECTED EXPERIENCE:

Maurice A. Ferré Park, Miami, FL Bayshore Park, Miami Beach, FL South Pointe Park, Miami Beach, FL Lummus Park, Miami Beach, FL Flamingo Park, Miami Beach, FL

SURVEYOR - 3TCI, INC.



FELIX E. SUAREZ, JR., Certified Land Surveyor

Owner

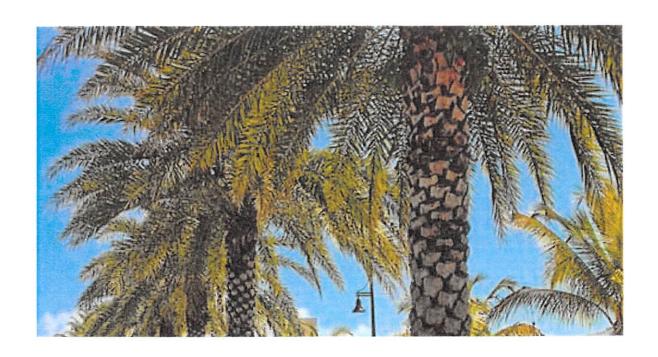
Mr. Suarez founded 3TCI, Inc in 2009 and has since performed surveying, mapping, GPS and GIS services for many private and public clients throughout South Florida. Prior to foundign his own company, Mr. Suarez was employed by numerous other surveying companies for 12 years. He is a member of the Florida Surveying and Mapper Society.

SELECTED EXPERIENCE:

Bayshore Park, Miami Beach, FL Gwen Cherry Park Playground, Miami, FL Sunrise Park, Hallandale Beach, FL Museum of Contemporary Art, North Miami, FL

TAB 5 Insurance

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Sample Certificate of General Liability and Automobile Insurance indicating existing coverage. If needed to meet Town requirements, SMDS agrees to increase coverage prior to award of contract.

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Sample Certificate of Professional Liability Insurance indicating existing coverage. If needed to meet Town requirements, SMDS agrees to increase coverage prior to award of contract.

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TAB 6 Other Information





QUALITY CONTROL, TECHNOLOGICAL CAPABILITIES & PROJECT MANAGEMENT

Our diverse team is fluent in a range of design development and delivery methods. We have the experience and capacity to foster community engagement through workshops, the production and fabrication of physical models and 3-D illustrative drawings, as well as coordinate and lead the development of all technical drawings within the design team and design consultants

Quality control and assurance procedures, including timely reporting

All our projects undergo a rigorous review process to coordinate between design disciplines, which include bi-weekly meetings and redline sessions to minimize errors and reduce overlap. Our extensive experience in working with municipal agencies has allowed us to develop an adaptive and accurate system for reviewing pay applications, change orders and RFIs.

Capacity to provide on-call services in a timely manner

Savino & Miller Design Studio, being a local firm located within a 10-minute drive to the site, will be uniquely capable of handling "on-call" services in a very timely manner. Coastal Systems International is within 30 minutes from the site; William Lane based in Miami Beach is about 15 minutes from the site and Atelier May is less than 30 minutes away. We are also available to conduct conference calls and share screens using GoTo Meeting to facilitate project coordination. The team's history of successful collaboration makes project coordination more efficient and effective as well.

State-of-the-Art Computer Aided design and drafting capabilities

Our team utilizes state-of-the-art technology that enables us to serve our clients and fulfill project needs efficiently and accurately. Our staff and principals are familiar with all software programs, such as, AutoCad, LandFX, SketchUp, Lumion, InDesign, Photoshop, AfterEffects, Revitt, for presentation and document production, achieving efficiency and accuracy in our plan documents. We will provide accurate cost estimates throughout the development of the project and employ a rigorous quality control process to ensure our projects follow code and permit guidelines, which facilitates construction implementation.

Civil Engineering Technological Capabilities

Coastal Modeling and Analysis: Danish Hydraulic Institute (DHI), MIKE 21 SW fir king tides, storm surge and wave height in coastal velocity zones, CHAMP for FEMA Flood Zone Modeling.

Stormwater Drainage Design and Analysis: SWIMM Model for pile networks, WMS for watershed, Autodesk AutoCAD Civil 3D for drafting, surface creation and volumetric calculations of cut/fill, Combination of Excel and RC4 flood routing software for smaller sites.

Marine Structural Design: STADD for structural analysis, HeliCAP, Excel desktop, All-Pile, GEO5.

Collectively, the staff at CSI has been using GIS software for more than 30 years in applications such as resource mapping, property/land ownership, volumetric studies, sub-seafloor investigations, large data processing (LiDAR), Topographic and Bathymetric mapping, Photogrammetry, Thematic mapping and Statistical Analysis.

Quality control and assurance, including coordination between design disciplines, compliance with program requirements professional/industry standards, and conformance with all applicable code requirements

The key to a successful project relies not only on the technical expertise of the team, but also on their ability to produce quality documents, which comply with all the applicable standards of safety and constructability. Our team routinely works on projects that require coordination with Florida Department of Transportation, Department of Environmental Regulatory Management, State of Florida Department of Environmental Resources, Miami-Dade County, City of Miami and other municipalities.

TAB 7 Addenda

47



All other documents, requirements, terms and conditions of the RFQ remain the same. All proposers must acknowledge receipt of this Addendum No. 1 and submit a signed copy of this form with their proposal.

NAME:	Adriana Savino-Miller						
	President						
	3/11/20						
_							
Addend	um 2 acknowledged						
PROPO	SER:						
NAME:	Adriana Savino-Miller						
TITLE:	President						
	3/18/20						
Addend	um 3 acknowledged						
Audend	uiii 5 ackilowieugeu						
PROPO	SER:						
NAME:	Adriana Savino-Miller						
TITLE:	President						
DATE:	4/17/20						

PROPOSER:

TAB 8 Previous Work





SURFSIDE COMMUNITY CENTER

Surfside, FL











The Town of Surfside's oceanfront community recreation facility was commissioned to complement the proposed athletic center. An intensive public process led to an approved Site Master Plan with two separate pools to serve various user groups (swimmers, children, the elderly). The pool deck functions as an extension of the interior athletic center, with its central east-west axis retaining the view to the ocean across the site. The passive park is designed to create a seamless transition from the deck to the dunes and ocean beyond. Native/xeriscape planting and local paving materials were selected for their sustainability and ease of maintenance. The building is certified as a LEED Silver project.

Town Department: Parks and Recreation

Contract Value: \$123,500

Dates of Contract: 2008-2011

Contact: Tim Milian 305.866.3635 tmilian@townofsurfsidefl.gov

Role: Subconsultant

ATTACHMENT "A"

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted
	March 11 2020 to Town of Surfside
	by Adriana Saimo - Miller
	for Savno & miller Design Studio
	whose business address is 12345 NE 6th Are Suite A
	north Miami, FL 33/6/
	and (if applicable) its Federal Employer Identification Number (FEIN)

(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(I)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in

the management of the entity and who has been convicted of a public entity come. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
- 6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)
 - (1) Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.
 - (2) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.
 - (3) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Proposer list. (Attached is a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO , WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017. FLORIDA STATUTES FOR THE

CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE OF AFFIANT	ARRIONA SAVINO-MUNIC
ordinitional of the final	(Printed or Typed Legal Name of Affiant)
Proposer's Name: Savino & Mille	<u>Design</u> studio
STATE OF FLORIDA)	
)ss.	
COUNTY OF MIAMI-DADE)	
The foregoing Form was acknowledged befo	re me this \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Adama Savino-Miller	, as day of , 2020, by of
Savino & miller Design, & budio	, on behalf of said corporation. He/She
personally appeared before me and is personal	ally known to me.
•	
NOTARY SEAL	
	000
	Notary:
SOPHIA ELENA AITKEN	Print Name Sponia Elena Alben
MY COMMISSION # GG028112	Notary Public, State of Florida.
EXPIRES September 08, 2020	My Commission Expires: 98170

ATTACHMENT "B"

NON-COLLUSION AFFIDAVIT

This Affidavit is made with the knowledge and intent that it is to be filed with the Town of Surfside and that it will be relied upon by said Town, in any consideration which may

STATE OF FLORIDA

1.1.

COUNTY OF MIAMI-DADE

The undersigned being first duly sworn as provided by law, deposes, and says:

- give to and any action it may take with respect to this proposal.

 1.2. The undersigned is authorized to make this Affidavit on behalf of,

 Savino & Miller Design Sharing Name of Corporation, Parmersmp, Inaviaual, etc.)

 a corporation duly organized and existing under the laws of the State of Florida which he is less in the state of the State of Sole Owner, Partner, President, etc.)
- 1.3. Neither the undersigned nor any person, firm, or corporation named in above Paragraph 1.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the Town, also that no head of any department or employee therein, or any officer of the Town of Surfside, Florida is directly interested therein.
- 1.4. This proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 1.2 has not colluded, conspired, connived or agreed directly or indirectly with any Proposer or person, firm or corporation, to put in a sham proposal, or that such person, firm or corporation, shall refrain from Proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or QUALIFICATIONS of any other Proposer; and all statements contained in the proposal or QUALIFICATIONS described above are true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 1.2, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

Savino & miller Design Studio Name of Proposer

The foregoing Affidavit was acknowledge	d before	me this 11th day of	1000, 2020, by
Adrica Savino-Miller		President	of
Sound & Miller Design, a Florida co personally appeared before me and is perso	rporation	, on behalf of said cor	poration. He/She
personany appeared before the and is perso	папу кис	wn to me.	
NOTARY SEAL		000	
SOPHIA ELENA AITKEN MY COMMISSION # GG028112 EXPIRES September 08, 2020	Notary	ame: Soonia Ele Public, State of Florid nmission Expires: 9	a ,

ATTACHMENT "C"

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE	} }\$\$\$ }
be paid for the Services will be paid to officials, and/or its design Contractors,	sworn, depose and say that no portion of the sum to any employees of the Town of Surfside, its elected as a commission, kickback, reward or gift, directly ny firm or by an officer of the corporation.
	By: <u>Kousus</u> Title: <u>President</u>
Sworn and subscribed before this	
day of March, 2020	
Notary Public, State of Florida	Military Printer State of the Control of the Contro
Soma Etena Aitber (Printed Name)	~
My commission expires: 918120	

ATTACHMENT "D"

DRUG-FREE WORKPLACE

The undersig	ned Proposer	(firm) in a	ccordan	ce with Chap	oter 287.087, Florida S	Statutes.
hereby						
certifies that	Savino \$	MILLER	Desig	n studio	does:	
			(Name o	f Company)		

- Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Brouges
Signature (Blue ink only)
Adricha Sanno-Miller
President
Title
3/11/20
Date

Witness my hand and official notary seal/stamp at day and year written above

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared as Administer oaths and take acknowledgments, personally appeared as Administer oaths and take of Florida, and acknowledged executing the foregoing Form as the proper official of for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this day of, 2020.

11h Milen 2020

My Commission Expires:

NOTARY PUBLIC



SOPHIA ELENA ATT ... MY COMMISSION # Gdd() ...

EXPIRES September 08, 20...



MY COMMISSION # GG028112 EXPIRES September 08, 2020



EXHIBIT "B"

SCOPE OF SERVICES

EXHIBIT 'B' SCOPE OF SERVICES

The following is a detailed description of the Scope of Services provided by the Savino & Miller Design Studio, PA (SMDS) team for the Town of Surfside (Town) relative to the design, permitting, and implementation of the "96th Street Park" Project (Project). The purpose of the Project is to provide design services for the reconstruction of the 96th Street Park: create a program and design for the existing park site by developing the construction documents for this Project located at 9580 Bay Drive, Surfside, FL 33154. The Proposed improvements are described in RFP No. 2020-02. These may include preserving most of the existing program (playgrounds for children ages 2-12, a regulation size basketball court, small multipurpose soccer field), designing a new 1 or 2 story community building with bathrooms with approximately. 1,600.) and an attached shade structure if required and ensuring that improvements align with the goals of the Town's Climate Crisis Report and Action Plan. Other Project components may include: a perimeter fence, bicycle rack area, walking trail and other related activities; safety lighting, landscape, and irrigation. The park will be the recreational anchor of the residential neighborhoods on the Northwest side of the Town. The Park site is approximately one (1) Acre in size. The Town's budget for the project is \$2.5M to \$3.0M and the construction cost budget for the Project is approximately \$1.8M to \$2.3M.

CONSULTING SERVICES

PHASE 1: PRE-DESIGN SERVICES

Task 1.1: RESEARCH AND ANALYSIS

Research all previous studies, reports, and scientific findings, relevant to this Project, as well as codes: Town of Surfside Sustainability & Resiliency Goals as detailed in the Climate Crisis Report and Action Plan, Florida Building Code, Town of Surfside Charter and Code, MDC Codes as applicable: RER, DEP.

Task 1.2: PROJECT KICK-OFF MEETING

SMDS project team will attend **one** (1) kick-off meeting with the appropriate Town representatives to introduce key team members to the Town staff departments and committees, stakeholders and community representatives designated to address park design, park program, infrastructure, safety,

and sea-level rise and review available planning and reference documents defining the Project scope. Preliminary Project goals, schedule, budget, and quality control will also be discussed. Based on this meeting, SMDS will schedule the site reconnaissance visit.

Deliverables: Meeting Minutes, Baseline Design Schedule, and Action Plan I Summary of Findings

Task 1.3: DATA COLLECTION

Comprehensive understanding of existing conditions (from physical to cultural), including site opportunities and constraints. SMDS' team will compile available data relating to existing conditions within the proposed Project area. This data will include existing site and surrounding properties. This data will be used to assist in the development of the Initial Conceptual Design.

- Park program, community use and urban context
- Survey: topography, vegetation.
- Conduct detailed survey of the Project site, aboveground and underground utilities
- Geotechnical analysis Geotechnical information and subsoil characteristics for structural capacity, soil analysis, water table, etc.
- Environmental Study lead-based paint and asbestos hazardous material survey shall be provided part of the Basic Scope of Services.
- Seawall analysis (As seawall is relatively new, if resiliency, permitting or other best practices call for modifications, that will be an Additional Service, as may be directed by the Town).

Based on our meeting with the Town and our site analysis, we will evaluate existing conditions, existing program, and activities, building and park facilities locations, and opportunities for resiliency interventions.

Deliverables:

- Survey Map for the site including topographic elevations, all existing structures, property line, existing trees, existing utilities;
- Tree conditions report;
- Tree disposition plan

Task 1.4: SITE RECONNAISSANCE VISIT

The SMDS team will schedule and attend **one (1) visit,** as needed, at the Project site with Town staff to observe existing conditions, identify potential design opportunities and challenges, photograph relevant

features/areas of interest and to clarify and understand goals and objectives and to further define program, potential users, etc.

Deliverables: Photographic Survey of Existing Conditions, findings, and minutes.

Task 1.5: COMMUNITY OUTREACH WORKSHOP 1

- Introduce the park's mission and goals, developed in collaboration with the Town.
- · Present findings from site analysis.
- Summary findings: Opportunities and constraints.
- · Collect data from community about needs and desires for park programming and accessibility.

PHASE 2: SCHEMATIC DESIGN

Task 2.1 PARK ALTERNATE DESIGN STRATEGIES Prepare (3) alternative designs that are based on the analyses and recommendations from the Town and Community Workshop.

Task 2.2 Opinion of Probable Cost.

Task 2.3 Town staff meeting to select up to two (2) plans to present at the second Community Workshop.

Task 2.4 Parks and Recreation Committee Meeting. One meeting either in person or virtual.

Deliverables: Prepare up to three plans: Concept diagram & program; Illustrative site plan; sections and elevations enough to illustrate ideas.

Task 2.5 COMMUNITY OUTREACH WORKSHOP 2

Present two (2) alternate Site Plans pre-approved by the Town, for the community to view and provide input on their preferred site plan

Deliverables: Power point Presentation, Meeting Minutes

Task 2.6 PRELIMINARY SCHEMATIC PLAN

Prepare the preliminary park schematic plan based on the analyses and recommendations from Community Outreach Workshops and Town Staff Meetings. Present preliminary schematic plan at **one (1)** Town staff meeting to collect final input from all relevant Town departments.

Task 2.7 FINAL SCHEMATIC PLAN (30% Design Stage)

Based on the Project scope documents, direction provided by the Town and Community Workshops 1 & 2, the Kick-off Meeting and Site Reconnaissance visit, the SMDS team will develop a Final Schematic Plan. A

rendering of the general project layout will be produced, illustrating conceptual landscape and hardscape elements. Typical illustrative details will be provided, including illustrations of alternative treatments for the various areas of the Project, as appropriate. The location of the proposed Project design elements in relation to adjoining residential properties, existing and possible points of access street relationships, storm water retention concepts, sustainable and environmental concepts, activities program location will be considered as part of the conceptual Project planning process. Present final schematic plan to the relevant Town departments for final approval.

Deliverables: Illustrative Site Plan, sections, elevations, preliminary selection of materials and, lighting, playground equipment, preliminary building layout. Prepare CAD generated documents and submit to Town which will include: Existing conditions and demolition plans, tree disposition plan, civil/site layout plans, grading plans, utility plans, lighting plans, architectural plans, landscape architectural plans including planting, irrigation and outdoors site furniture at 30% level.

Task 2.8 Town Commission Approval

Present Final Conceptual Design to Commission for review and consideration, and upon approval, begin completing Design Development and Construction Documents. **One (1) meeting**

PHASE 3 - DESIGN DEVELOPMENT:

Task 3.1 Design Development (60% Design Stage)

The SMDS team will incorporate into the plans those Project modifications collectively identified as preferable by the Town and meeting participants, given regulatory and other potential restrictions to create a single design plan. The SMDS will attend **two (2)** meetings with Town staff to present and review comments. A copy of the 60% Documents will be provided to the Town so it can be posted for further public review and comments within a 14-calendar day period.

Task 3.2 Parks & Recreation Committee Meeting One (1) meeting either in person or virtual

Task 3.3 Opinion of Probable Cost (60% Stage)

Task 3.4 Technical Specifications (60% Stage)

Deliverables: 1 set of the Plans & Specifications (necessary graphics to explain the plan and components) in both 24 x 36 hardcopy and electronic.

PHASE 4 - CONSTRUCTION DRAWINGS & SPECIFICATIONS:

Task 4.1 Construction Drawings (90% Stage)

The SMDS team will incorporate all comments into the plans by the Town given regulatory and other potential restrictions. The SMDS will attend two (2) meetings with Town staff to review comments. SMDS design plans at approximately the 90% level of completion of the proposed Project design drawings will illustrate plan and sectional views of the improvements and will include details of paving and grading. Design will be provided for minor structures (such as fences, bathroom structures and/or shade pavilion, etc.) as part of the overall Project. Paving and utility connection (water/electrical) design will also be developed as required. Basketball court, playground(s) and other relevant components layout will be provided. The plans will incorporate existing conditions and basic design elements including equipment, handicap ramps, decorative details for the path, etc.

Planting Plans and tree transplanting schedule and tree removal will be provided. The plans will graphically convey the engineering and landscape architectural design and be formatted for a logical sequence of construction and phasing. The plans will also be submitted by the Design Team to the different departments such as Planning and Zoning and Public Works Departments for review and comment relative to compliance with Town Codes and Standards. Any significant design changes and program changes made to the plan set subsequent after this phase of services, by the Town or other regulatory agencies will be addressed under a separate scope of services or as Additional Services. Prior written authorization from the Town is required for any additional services and fees prior to commencing Additional Services.

Deliverables: Three (3) copies (24x36) & 1 Electronic PDF + 3 (11x17) of the 90% Documents Set

Task 4.2 Final Construction Drawings (100% Design Stage). SMDS will incorporate comments from the Town's review of the 90% design plans into the final construction drawings (100% Design Stage). The opinion of probable construction cost will be revised and submitted with the design submittal package. The drawings will be prepared with industry-accepted guidelines for the production of construction drawings on 24"x 36" sheets at appropriate scales. Final construction drawings will be sealed by Florida Registered Professional Engineer, Registered Landscape Architect, Registered Architect, etc. as appropriate.

Deliverables:

- Five (5) hard copies of the 60% and 90% plans and as may be required by Agencies having Jurisdiction at the time of submission.
- Five (5) hard copies of final construction drawings and as may be required by Agencies having
 Jurisdiction at the time of submission. Revise drawings according to Town of Surfside Building
 Division and applicable agencies for permitting.

Task 4.3 Opinion of Probable Costs (90% & 100% Stages). The SMDS team will incorporate updated opinion of probable cost that includes quantities, unit costs, and total costs will be submitted to the Town for review.

Task 4.4 Value Engineering. Work with selected contractor and Town Consultant(s) to identify cost savings items as well as value engineered options.

Deliverables:

Construction Documents shall incorporate all value engineering and constructability comments.
 Electronic submittal. and as may be required by Agencies Having Jurisdiction at the time of submission.

Task 4.5 Technical Specifications. The specifications will be provided to the Town for review at the 90% design plan review stage. SMDS Team will prepare technical specifications in the Construction Specifications Institute (CSI) format for the Division 50 specifications required for the construction plans. The Town will be responsible for all "up-front" bid package documents such as General Conditions, Construction Contracts, Division 1 specifications, etc. SMDS will prepare a bid form with unit quantities and documentation for inclusion with the bid package. Permits for the Project will be included in the appendices of the package.

Deliverables: Two (2) sets of technical specifications on 24"x36" sheets, plus thumb drive and as may be required by Agencies Having Jurisdiction at the time of submission.

Task 4.6 Pre-application for Permitting. Meet, as required, with applicable Local, State and Federal permitting agencies having jurisdiction to ensure proposed design complies with applicable regulations, codes and standards including Town's own Charter, Code and ordinances. Meeting minutes shall be documented and submitted to the Town. This includes coordination and facilitation of the Major Development Approval Process including application, Development Review Committee, Planning and Zoning Board and Town Commission approvals, as required.

Task 4.7 Permitting Services. Completion, submittal and processing of permit applications, forms,

addressing comments, and updating plans and specifications as necessary to secure permits and

approvals from any necessary permitting agencies, which may include Miami-Dade County Health

Department, Miami Dade Environmental Protection Agency, DERM, WASD, RER, and Town's Building

Department, among others.

PHASE 5- CONSTRUCTION ADMINISTRATION:

Task 5.1 Bidding and Contract Award. SMDS will attend one (1) meeting with the Town to review the bid

advertisement for the General Contractor(s) package compiled by the Town. SMDS will review the bid

package compiled by the Town and provide comments. SMDS will attend one (1) pre-bid meeting with the

Town and contractor(s) and respond to pre-bid questions. SMDS will also review construction bid and

qualification packages and assist the Town in the award of a construction contract.

Task 5.2 Pre-construction Meeting (1 mtg) (Post Bid and Post GC Contract)

Task 5.3 Site Visits. Weekly site visits (one (1) per week) by a SMDS representative will be made during

construction. SMDS will perform a maximum of twenty-six (26) visits throughout the expected six (6) to nine

(9) month construction period. Field observation reports will be prepared for each site visit and submitted to

the Town. These site visits will supplement the inspections and construction management provided by Town

personnel. SMDS will review Shop Drawings and Submittals and respond to requests for information (RFI) as

required. SMDS will maintain contact with the Town's full-time inspector and Town engineering staff

throughout the construction period. SMDS will review monthly payment applications submitted by the

Contractor. SMDS will provide all Final Certifications required by all Agencies Having Jurisdiction.

Deliverables: Field Observation Reports

Final Punch List

Coordinate and Review final as-built drawings prepared by GC

Project close-out

DESCRIPTION OF BASIC SERVICES:

(See expanded scope of services per sub-consultants attached)

Landscape / Hardscape Architectural Design: Landscape planting design will be completed in accordance with the design development for the proposed Project improvements. An initial list of plant species to be used will be developed, along with typical details regarding arrangement of these plants. Hardscape concepts will be developed, including materials, colors, and finishes for the path, edging, fixtures, and other features. CPTED compliance will be reviewed and reported on.

Irrigation Design: Irrigation will be designed for the parks vegetation generally consisting of permanent irrigation for the native vegetation and sodded areas of the Park. Permanent irrigation will be designed at street-end and park area connections. Design shall include system layout, service connections, list of materials and installation details consistent with the Town of Surfside and Authorities Having Jurisdiction standards. The system will include controllers, valves, heads, main and lateral piping, backflow preventers and flow sensors.

Engineering Design: SMDS team will provide the initial engineering design services required for the Project elements outlined in the design development. Civil and Coastal engineering design services will include the initial layout and geometry of land topography, paths and swale. The grading design will be initialized to meet the aesthetic intent of the master plan, different areas and planting areas. Sea wall and storm drainage will be addressed by the Civil and Coastal Engineer. Any sea wall modifications will be treated as Additional Services, as may be directed and approved by the Town. In terms of Structural Engineering this scope of services assumes some structures such as (building with bathrooms/ shade pavilion, walls, fences, etc.) will be designed as part of this Project. Mechanical Electrical & Plumbing Engineering will be designing those systems for the Building plus connections to Irrigation, Water Pumps and lighting if required.

Signage Design: One (1) monument park sign may be included. Town shall provide a sample set of signage plans previously approved and used at Town's parks. Wayfinding and directional signing design included. All permit-required signage design included.

Vegetation Assessment Design: SMDS will prepare initial design plans suitable for submittal to the DEP illustrating areas of exotic vegetation removal and proposed vegetation. Plans will include areas to be vegetated, native plant species, and appropriate specifications for planting in different proposed environments will be specified. After review and conceptual approval by the DEP and all agencies having jurisdiction, the planting design will be incorporated into the Preliminary Construction Drawings. This scope of services assumes preservation and relocation of existing trees.

Architecture: SMDS team will design and locate building and attached shade structure according to Town's program.

Playground Equipment Design: SMDS will define & design the parameters for the site location and elements included in the playgrounds. The program and age groups will be further defined by the Town. Basketball Court: SMDS team will define & design the parameters for the site location and materials, Lighting: SMDS team will propose type and level of illumination for the building and-security level lighting for the site, play courts and fields.

OTHER SERVICES:

Geotechnical Engineering:

Soil Borings (Two borings to 30' for new building);

Foundation Recommendations;

Exfiltration Tests (4 locations at 3 different depths)

Surveying Services:

The Town of Surfside is to provide any and all available as-built surveys/plans of existing below ground and above ground electrical equipment, utilities and other structures within and adjacent to the Project area. As they become available, the Town shall provide copies of plans for other pedestrian and vehicular transportation corridor improvements, and other proposed projects that will affect the proposed site and the surrounding area. The Town shall also provide SMDS with copies of any available plat maps, property surveys, aerial photographs and any recent DERM or other agency soil testing surveys and results. Transmittal of data in a standard electronic format is preferable. These data will be compiled and used to facilitate comprehensive understanding of the site during the design phases.

Topographic & Tree Survey:

A topographic survey delineating property boundaries, existing structures, and topographic elevations, all existing features, including vegetation within the Project area will be prepared by the SMDS team. Trees will be located and the following information provided in a table format: Tree number, Scientific Name, Common Name, DBH, Height & Canopy Spread and Condition. The topographic survey will be signed and sealed by a Professional Land Surveyor registered in the state of Florida.

Deliverables: One (1) signed and sealed copies of the Topographic Survey, plus electronic copy.

Final Base Map

SMDS will prepare a final base map by compiling the Topographic Survey and Vegetation Mapping data to illustrate the visible existing conditions and topographic contours within the Project area. The Final Base Map will become the basis for the design development portion of the Project.

Deliverables: One (1) copies of the Final Base Map (24'X 36" sheets), plus electronic copy

Fee Structure & Consultants Responsibilities: *see Attachment A to Exhibit B

PRIME:

Savino & Miller Design Studio: Master Plan & Landscape Architecture FEE: \$118,000

SUB-CONSULTANTS:

William Lane: Architecture: Community building with shade structure FEE: \$87,200

Coastal Systems International Inc: Civil & Environmental Engineering: Site grading and drainage. Permitting. FEE: \$ 68,500

Douglas Wood: Structural Engineering: Community building & miscellaneous (light poles, fencing, basketball hoops, etc. to be defined)

FEE: \$20,700

Louis Aguirre & Associates: Mechanical, Electrical & Plumbing: Community building, Night lighting FEE: \$28,000

Kenneth Di Donato: Irrigation Design FEE: \$1,500

Atelier Mey: Resiliency Adaptation Architect & Public Outreach FEE: \$10,000

Tropical Designs of Florida: Arborist FEE: \$1,000

Ardaman & Associates: Geotechnical Engineering & Recommendations FEE: \$7,600

3CTI: Surveyor FEE: \$9,275

Gallagher Bassett Technical Services: Asbestos and Lead Paint Survey FEE: \$2,000

TOTAL DESIGN & CA FEE: \$ 353,875

GENERAL CONDITIONS/ASSUMPTIONS:

a. Design drawings created in AutoCAD will be provided to the Town in electronic format.

- b. Major design changes after the completion of the Final Schematic Plan as confirmed by the Town after review of the Preliminary Schematic Plan or the 30% Design Stage will be negotiated under a separate scope of services. For the purposes of this Agreement, a "major" change would be a total increase or decrease greater than 10% of the total design.
- c. SMDS is not responsible for any change in the scope of services that may be incurred due to circumstances beyond our control, including, but not limited to, changes in regulations and other legal actions.
- d. The schedule for construction is assumed approximately six (6) to nine (9) months. Any rebid process or extended construction schedule will require services to be provided under a separate scope.
- e. The following items are NOT included in the scope of services presented herein:
 - Meetings or other coordination associated with Meetings of Coordination with other facilities outside the boundary of the site
 - Aerial Photography or Planimetric Mapping
 - Public hearings, meetings, or workshops (beyond the scope specifically noted herein).

- Geotechnical analysis and related sediment quality coordination with DEP or other agency staff regarding sand proposed to be brought onsite for fill
- Model building
- FEMA consultations
- DERM Permit Modifications required by the Pollution Remediation Section required.
- LEED Certification
- Kayak launch design and permitting on site or other nearby site shall be treated as
 Additional Services as may be directed and approved by the Town
- Any modifications to the seawall shall be treated as Additional Services, as may be directed and approved by the Town.

Attachment A to Exhibit B

RESPONSIBILITIES	TOTAL FEE	PHASE 1: PRE-DESIGN SERVICES	PHASE 2: SCHEMATIC DESIGN-30% DESIGN PHASE (1 STORY)	PHASE 2A: SCHEMATIC DESIGN- 30% DESIGN PHASE (ADDT'L FEE FOR 2 STORY BLDG ALTERNATE)	PHASE 3: DESIGN DEVELOPMENT-60% DESIGN PHASE (1 STORY)	PHASE 4: CONSTRUCTION DRAWINGS & SPECIFICATIONS- 90%/100% DESIGN PHASE (1 STORY)	PHASE 5: CONSTRUCTION ADMINISTRATION	PHASE 5A: ADDITIONAL FEE FOR 2 STORY BLDG (DD- CD)	
PRIME: Master Plan & Landscape Architecture	\$ 118,000.00	\$ 11,000.00	\$ 22,000.00	\$ 8,000.00	\$ 22,000.00	\$ 33,000.00	\$ 20,000.00	\$ 2,000.00	
Architecture: Community building with shade structure	\$ 87,200.00	\$ 3,370.00	\$ 10,830.00	\$ 7,500.00	\$ 18,800.00	\$ 26,700.00	\$ 7,500.00	\$ 12,500.00	
Civil & Environmental Engineering: Site grading and drainage. Permitting.	\$ 68,600.00	\$ 3,000.00	\$ 19,200.00	\$ -	\$ 9,200.00	\$ 25,600.00	\$ 11,600.00	\$ -	
Structural Engineer: Community building & miscellaneous (light poles, fencing, basketball hoops, etc. to be defined)	\$ 20,700.00	\$ 500.00	\$ 2,150.00	\$ 1,050.00	\$ 2,800.00	\$ 8,700.00	\$ 3,500.00	\$ 2,000.00	
MEP: Community building, Night lighting (estimate of phase breakdown by SMDS)	\$ 28,000.00	\$ -	\$ -	\$ 4,000.00	\$ 6,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	
Irrigation	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 800.00	\$ 100.00	\$ -	
Resiliency Adaptation Architect & Public Outreach	\$ 10,000.00	\$ 5,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 334,000.00	\$ 23,370.00	\$ 58,680.00	\$ 20,550.00	\$ 59,400.00	\$ 104,800.00	\$ 46,700.00	\$20,500	

Arborist: Tree evaluation & CA	\$ 1,000.00	800.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -
Geotechnical Engineering & Recommendations	\$ 7,600.00	\$ 7,600.00	\$ -	\$ -	\$	\$ -	\$ -	\$ 121
Boundary, Topographical & Tree survey	\$ 9,275.00	\$ 9,275.00	\$	\$	\$	\$	\$	\$ -
Absestos & Lead Paint Survey	\$ 2,000.00	\$ 2,000.00	\$	\$ 2		\$ -	\$ -	\$
	\$ 19,875.00	\$ 19,675.00	\$	\$	\$	\$	\$ 200.00	\$ -

Grand Total: \$ 353,875.00



EXHIBIT "C"

RATE SCHEDULE

EXHIBIT 'C' RATE SCHEDULE

The Rate Schedule for Services performed pursuant to this Agreement are located in exhibit B under scope of services (Basic):

Hourly Rates are as listed below:

Role/Task	Hourly Rate					
Principal	\$220					
Project Manager	\$160					
Senior Associate	\$140					
Associate	\$110					
CAD/ Draftsperson	\$ 80					
Administration	\$ 60					

- Additional Roles
- Flat Rate not subject to multiplier

GENERAL TERMS & CONDITIONS

ADDITIONAL SERVICES

Additional Services shall be reimbursed by the Client, at the Hourly Fees listed under the Rate Schedule, for work not specifically described in the Scope of Services, including but not limited to:

- Green Walls incorporating custom/specialized hydroponic water delivery and construction systems.
- Architectural features such as pergolas/trellises attached to existing building, custom ironwork, gates and fences, etc.
- Site Furniture Selection and Layout.
- Site Signage/Graphics beyond one Monument Sign included in basic scope of services.
- Revisions to the plans after the completion and Submission of SMDS 60% Construction Documents, due to changes in the Client's design program or budget, architectural or engineering revisions to plans, or as requested by the regulatory agencies having jurisdiction.
- The preparation of alternate designs after approval of the Final Schematic Design Plans.
- Preparation of record drawings or of measured drawings of existing conditions. If record drawings are requested, SMDS shall have the right to rely on the completeness and accuracy of the as-built conditions supplied by the contractor.
- Perspective renderings and models in addition to those allowed for in the basic scope.
- Consulting Services for preparation of a Maintenance Manual forbidding by certified landscape maintenance contractors, site visit after planting installation, on-site training of crews.
- Plant selection at area nurseries.
- LEED drawings, calculations or certifications at Platinum Level.
- As-Built Drawings based on General Contractor approved as-built mark-ups.
- Additional work for design, documentation and Project administration time required for Project related improvements outside of Project Area, including separate permit design

- approvals from FOOT for street scape design.
- Additional meetings not defined in the Scope of Services.

Additional Services shall not commence without written approval from the Town. Compensation for these services provided by SMDS on an hourly basis shall be computed as described in the schedule below of hourly billing rates or the Per Diem Rate should Additional Services require a full day of out of office travel for project specific work.

NOTE: Billing rates are to remain constant throughout the duration of the Agreement.

PAYMENT

Payment Schedule: Fees for Professional Services shall be billed monthly for payment based on percentage of completion. Reimbursable expenses shall be billed with fee invoices. The fee is due within forty-five (45) days after date of invoice. A 1.5% late charge shall be added to all balances over forty five (45) days past due and increase by 1% every thirty (30) days thereafter on the remaining balance until the total amount is paid in full.

REIMBURSABLEEXPENSES

Reimbursable expenses are not included in the total fee and shall be pre-approved in writing by the Town, and may include all trip expenses, car rental or other mobility costs, sustenance for the duration of trip and hotel accommodations. Reimbursable expenses also may include any photographic, printing, parking, mail and courier costs necessary for Project completion and outside of the Scope of Services. Automobile mileage for travel outside of Miami-Dade and Broward Counties shall be reimbursed at the prevailing IRS rate.

PROFESSIONAL RECOGNITION

Subject to reasonable approval by the Town Manager, the Town grants SMDS the unrestricted right to use photographs, slides, and digital images of the Project (either completed or in construction), prepared by the Town, for marketing purposes and submissions to design competitions and awards programs. The Town agrees to give Savino & Miller Design Studio full and proper credit for all contributions including, but not limited to, Landscape Architecture, in any press release, news story, or other public relations, media activity, marketing article, onsite project identification boards, models or promotional brochures that specifically y refer to the landscape design.

LIMIT OF LIABILITY

In no event will SMDG be liable to the Town for any damages which the Town (or those claiming through the Town) may suffer or incur caused by the Town in connection with or related to this Agreement. SMDG's cumulative financial obligation and liability for any and all matters relating to this Agreement will be limited to the amount of net proceeds available under all insurance policies maintained by SMDG and required under the Agreement, plus an amount equal to the fees actually paid to SMDG under this Agreement for Basic Services, Reimbursable Expenses and Additional Services.

USE of LANDSCAPE ARCHITECT'S INSTRUMENTS of SERVICE

The drawings, other documents, electronic data and other materials prepared by SMDS for this Project are instruments of SMDS's service for use solely with respect to this Project and, unless otherwise provided, SMDS shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright, subject to Florida's Public Records Law and provided that upon payment in full, Town shall be deemed the owner of all design work. The Town shall be permitted to retain copies, including reproducible copies, of SMDS's instruments of service for information and reference in connection with the Town's use and occupancy of the Project.

SUCCESSORS AND ASSIGNS

The Town and SMDG, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms and covenants of this Agreement. Neither Town nor SMDS shall assign this Agreement without the written consent of the other.