

**RESOLUTION NO. 2023- 3215**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. FOR ADDITIONAL PROFESSIONAL ENGINEERING BUILDING DESIGN AND PERMITTING SERVICES FOR THE TENNIS RECREATION CENTER BUILDING IMPROVEMENT PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") entered into a Continuing Services Agreement with The Corradino Group, Inc. ("Consultant") for professional engineering services and other services executed by the parties on February 16, 2021 (the "CSA"); and

**WHEREAS**, on November 15, 2022, the Town Commission adopted Resolution No. 2022-2948, approving a specific Project Agreement ("Project Agreement") with the Consultant to provide professional engineering building design and permitting services ("Services") for the Tennis Center Building Improvements Project (the "Project") in an amount not to exceed \$358,872.21, consistent with the terms and conditions of the CSA; and

**WHEREAS**, due to an increase in the scope and complexity of the Project, the Consultant and Town have agreed to enter into an amendment, in substantially the form attached hereto as Exhibit "A" (the "Amendment"), to the Project Agreement for the provision of additional Services for the Project in the amount of \$147,400.00, for a total Project cost of \$506,272.21, consistent with the Consultant's Proposal attached hereto as Exhibit "B"; and

**WHEREAS**, pursuant to the CSA, the Town Commission desires to approve the Amendment to the Project Agreement in substantially the form attached hereto as Exhibit "A" for the provision of the additional Services for the Project in an amount not to exceed \$147,400.00, for a total Project cost of \$506,272.21, consistent with the Proposal attached hereto as Exhibit "B"; 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:**

**Section 1. Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval of Amendment to Project Agreement.** The Town Commission hereby approves the Amendment to the Project Agreement in substantially the form attached hereto as Exhibit "A" and the Proposal attached hereto as Exhibit "B."

**Section 3. Authorization.** The Town Manager is hereby authorized to execute the Amendment to the Project Agreement, in substantially the form attached hereto as Exhibit "A," on behalf of the Town for the provision of the additional Services for the Project in an amount not to exceed \$147,400.00, for a total Project cost of \$506,272.21, consistent with the Proposal attached hereto as Exhibit "B."

**Section 4. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the purposes of this Resolution and the Amendment to the Project Agreement.

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

PASSED AND ADOPTED this 10<sup>th</sup> day of October, 2023.

Motion By: Vice Mayor Rose  
Second By: Commissioner Landsman

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>


ATTEST:

  
Sandra McCreedy, MMC  
Town Clerk



  
Shlomo Danzinger, Mayor

**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

**FIRST AMENDMENT TO PROJECT AGREEMENT**  
**BETWEEN**  
**TOWN OF SURFSIDE**  
**AND**  
**THE CORRADINO GROUP, INC.**

**THIS FIRST AMENDMENT TO THE PROJECT AGREEMENT** ("First Amendment") is entered into as of this \_\_ of \_\_\_\_\_, 2023, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (the "Town"), and **THE CORRADINO GROUP, INC.**, a Florida for-profit corporation (the "Consultant").

**WHEREAS**, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town entered into a Continuing Services Agreement with the Consultant for professional engineering services and other services executed by the parties on February 16, 2021 (the "CSA"); and

**WHEREAS**, on November 15, 2022, the Town Commission adopted Resolution No. 2022-2948, approving a specific Project Agreement ("Project Agreement") with the Consultant to provide engineering building design and permitting services ("Services") for the Tennis Center Building Improvements Project (the "Project") in an amount not to exceed \$358,872.21, consistent with the terms and conditions of the CSA; and

**WHEREAS**, due to an increase in the scope and complexity of the Project, the Consultant has provided the Town a Proposal attached hereto as Exhibit "A" for the provision of additional Services for the Project in the amount of \$147,400.00, for a total Project cost of \$506,272.21; and

**WHEREAS**, the Town and the Consultant desire to enter into this First Amendment to the Project Agreement for the provision of the additional Services for the Project in the amount of \$147,400.00, consistent with the Proposal attached hereto as Exhibit "1"; and

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:<sup>1</sup>

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Proposal Exhibit.** The Proposal attached hereto as Exhibit "A" is hereby added and incorporated as Exhibit "2" to the Project Agreement.
3. **Scope of Services.** Section 1, "Scope of Services," of the Project Agreement is hereby amended as follows:

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<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide the services for the preparation of the **Surfside Tennis Center Reconstruction** for the Town (the "Services"), as further outlined in Exhibits "1" and "2" attached hereto.

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4. **Compensation.** Section 4, "Amount, Basis and Method of Compensation," of the Project Agreement is hereby amended as follows:

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "B," "Consultant's Fees/Hourly Billing Rates," of the Continuing Services Agreement for Professional Engineering Services. Consultant shall be paid for services provided to a maximum not to exceed amount of ~~\$358,872.21~~ \$506,272.21, which is inclusive of \$358,872.21 for the Services outlined in Exhibit "1" and \$147,400.00 for the Services outlined in Exhibit "2."

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5. **Contract Time.** Section 3, "Term/Time of Performance/Damage," of the Project Agreement is hereby amended as follows:

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

\*\*\*

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the ~~"Scope of Services and Project Schedule", a copy of which is proposals~~ attached and incorporated into this Agreement as Exhibits "1" and "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

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6. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Project Agreement, the terms and provisions of this First Amendment shall control.
  
7. **Project Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and conditions in the Project Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;  
SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the date first set forth above.

**TOWN:**

TOWN OF SURFSIDE, a Florida municipal corporation

By: \_\_\_\_\_  
Hector Gomez, Town Manager

Date Executed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

Approved as to Legal Form and  
Legal Sufficiency:

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the date first set forth above.

**CONSULTANT:**

Witnesses:

The Corradino Group, Inc., a Florida for-profit corporation

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date Executed: \_\_\_\_\_

Print Name: \_\_\_\_\_



# THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

Sent via Email to [hgomez@townofsurfsidefl.gov](mailto:hgomez@townofsurfsidefl.gov)

September 5, 2023

Hector Gomez  
Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL. 33154

Dear Mr. Gomez:

It is our understanding that the Town of Surfside has requested an additional task work order proposal from The Corradino Group, Inc. for supplemental services related to the Surfside Tennis Center Improvements project. This additional scope of services is being supplemented to the original agreement dated December 19, 2022.

Enclosed please find our scope of services proposal with specific detailed tasks related to the additional architectural and engineering design services based on the overall building program for the new Surfside Tennis Center to be located at the existing Tennis Center at Veterans Park, 8750 Collins Avenue, Surfside, Florida 33154. The Corradino Group appreciates this opportunity to submit this additional task work order proposal to the Town of Surfside. We look forward to providing the best Consultant Services possible to the Town. These services will be provided per the existing Professional Engineering Continuing Services Agreement dated 02/16/2021.

Sincerely,

Joseph M. Corradino, AICP  
President  
The Corradino Group, Inc.

## CONSULTING SERVICE AUTHORIZATION

### Statement of Work (SOW)

TOWN P.O. NO. \_\_\_\_\_

TOWN EXPENSE CODE \_\_\_\_\_

**TITLE: Surfside Tennis Center Improvements- Additional Service Agreement  
Number Two**

#### **I. PROJECT DESCRIPTION:**

The Consultant will provide additional architectural and engineering design services for the new Tennis Center to be located at the existing Tennis Center at Veterans Park, 8750 Collins Avenue, Surfside, Florida 33154. The project involves a new 3 level building to replace the existing tennis office at the Veteran's Park and Tennis Center located on Harding Avenue between 87th Street and 88th Street. These additional services include additional architectural and engineering design services.

The Corradino Group, Inc. along with its subconsultants will provide these services as outlined in the below detailed scope of services. This additional scope of services is being supplemented to the original agreement dated December 19, 2022. These services will be provided per the existing Professional Engineering Continuing Services Agreement dated 02/16/2021.

#### **II. SCOPE OF SERVICES:**

##### **1) Supplemental Architectural Design Services- Tennis Center**

Our subconsultant, William Lane Architects, Inc. will be responsible for the supplemental architectural design services required due to the increase in scope, complexity, and value of the Surfside Tennis Center Building program as reflected in Exhibit Two and Exhibit Three of this additional service agreement.

The Surfside Tennis Center Improvements began as a building with an interior square footage of 4,340sf. As the design evolved during the schematic design phase the interior square footage has increased to 8,573 sf. Including the exterior spaces, the estimated cost of construction has increased from \$2.8m to \$5.8m. The initial architectural fee estimate was factored at 7% of construction cost.

Due to the increase in scope, complexity, and value we request additional design fees that are necessary for architectural and engineering services required to prepare construction documents for the proposed Surfside Tennis Center facility. A copy of the design documents and spreadsheets describing the initial contracted scope of services and related cost estimate of the project as initially proposed as well as the scope of services and cost estimate for the building program as currently designed is provided as Exhibit One and Exhibit Two.

## 2) Supplemental Structural Engineering Services- Tennis Center

Our subconsultant, Lakdas Yohalem Engineering, Inc. will be responsible for the supplemental structural engineering design services required due to the increase in scope, complexity, and value of the Surfside Tennis Center Building program as outlined in Exhibit One and Exhibit Two of this additional service agreement.

The proposed Surfside Tennis Center Building facility design now consists of reinforced masonry construction with columns and tie beams. The roof and 2nd-floor deck are to be constructed with a key joist and a concrete deck. The 2nd-floor deck and tennis court deck (2nd-floor roof deck) have extended cantilever slabs 25'-0" beyond column grid six and 10'-0" beyond column grid F, respectively, on the south and east sides. Also, the east side of the tennis courts has a screen roof over the cantilevered areas. The structure is to be on auger-cast piles with grade beams, and the 1st-floor slab is to be a reinforced concrete slab on grade beams.

The following are additional basis of scope for this task work order authorization.

- Note: This scope of services does not include design services related to the Veterans Park Phase II portion of the site. This scope of services also does not include preparation of design plans or permitting of site development parking lot and stormwater drainage plans, off-site roadway/civil engineering, intersection or road segment improvements. All these design related services including utility coordination and relocation services are not included. These services can be provided as an additional services agreement as necessary at the request of the Town of Surfside.
- Note: This scope of services does not include bidding assistance and construction administrative services. These services will be provided as an additional service as requested by the Town of Surfside.
- Note: This scope of services does not include Subsurface Utility Exploration services. These services will be provided as an additional service as requested by the Town of Surfside.
- Note: The scope of services as part of the original agreement dated 12/19/22 included the initial design submittal plus up to one design plan revision based on one comprehensive set of government agency stakeholder review comments. Any additional design revisions and government agency permitting not already included will be provided as an additional service as requested by the Town of Surfside.

### III. BUDGET:

The Corradino Group, Inc. will provide to the Town of Surfside the basic services described in this scope of services for a lump sum budget of **\$147,400.00.**

**IV. ANTICIPATED SCHEDULE:**

The Corradino Group, Inc. will complete the task work order scope of services within **10 months** from the issuance of a Notice to Proceed by the Town of Surfside. This time of performance is contingent on getting the required information as previously noted.

**V. ACCEPTANCE OF PROPOSAL**

**Surfside Tennis Center Improvements- Additional Service Agreement Number Two**

Approved by:

**TOWN OF SURFSIDE**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Hector Gomez, Town Manager**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

**THE CORRADINO GROUP, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Joseph M. Corradino, President**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

**EXHIBIT ONE**

**Town of Surfside Tennis Center Improvements Building Program (10/31/2022)**

Town of Surfside Tennis and Fitness Center - 10/31/2022 - \$2.8m			SF	Unit Cost	Cost
Ground Floor					
	Tennis Reception	200	\$400	\$80,000	
	Tennis Office	200	\$400	\$80,000	
	Restrooms	400	\$400	\$160,000	
	Storage	240	\$400	\$96,000	
	Enclosed Elevator Lobby & Stairs	300	\$400	\$120,000	
	Open Stairs	120	\$250	\$30,000	
	Covered Open Area at Ground Level	4,200	\$50	\$210,000	
	Total	5,660			
Second Floor					
	Fitness Center	2,000	\$400	\$800,000	
	Restrooms	400	\$400	\$160,000	
	Enclosed Elevator Lobby & Stairs	300	\$400	\$120,000	
	Open Stairs	120	\$250	\$30,000	
	Covered Circulation Bridge	900	\$300	\$270,000	
	Total	3,720			
Upper Roof Deck					
	Two Pickleball Courts	4,340	\$100	\$434,000	
	Enclosed Elevator Lobby & Stairs	300	\$400	\$120,000	
	Open Stairs	120	\$200	\$24,000	
	Circulation	1,000	\$150	\$150,000	
	Total	5,760			
	Total Interior	4,340			
	Total Exterior	10,800			
	<b>Total</b>	<b>15,140</b>		<b>\$2,884,000</b>	
	<b>Design Fee - Architect</b>		<b>7.00%</b>	<b>\$201,880</b>	

Schematic Design	17%	\$34,320	
Design Development	23%	\$46,432	
Construction Documents	32%	\$64,602	\$145,354
Bidding and Negotiations	3%	\$5,047	
Construction Administration	25%	\$50,470	\$55,517
<b>Total</b>	<b>100%</b>	<b>\$200,871</b>	

**EXHIBIT TWO**

**Town of Surfside Tennis Center Improvements Building Program (06/15/2023)**

Town of Surfside Tennis and Fitness Center - 06/15/23 - \$5.8				
		SF	Unit Cost	Cost
	Ground Floor			
	Tennis Reception	200	\$500	\$100,000
	Tennis Office	108	\$500	\$54,000
	Lobby	685	\$500	\$342,500
	Restrooms	420	\$500	\$210,000
	Storage	116	\$500	\$58,000
	Utility Room	235	\$500	\$117,500
	Elevator Lobby & Stairs	306	\$500	\$153,000
	Open Stairs	195	\$250	\$48,750
	Multi-purpose Room	1,460	\$500	\$730,000
	Covered Open Area	912	\$150	\$136,800
	Terraces	2,500	\$150	\$375,000
	Total	7,137		
	Second Floor			
	Fitness Center	3,385	\$500	\$1,692,500
	Restrooms	825	\$500	\$412,500
	Enclosed Elevator Lobby & Stairs	318	\$500	\$159,000
	Open Stairs	235	\$250	\$58,750
	Total	4,763		
	Upper Roof Deck			
	Two Pickleball Courts	5,095	\$150	\$764,250
	Shade areas	950	\$250	\$237,500
	Enclosed Elevator Lobby & Stairs	320	\$500	\$160,000
	Open Stairs	120	\$200	\$24,000
	Total	6,485		
	Total Interior SF	8,573		
	Total Exterior SF	10,327		
	<b>Total</b>	<b>18,385</b>		<b>\$5,834,050</b>
	Design Fee - Architect		7.00%	\$408,384

Schematic Design	17%	\$69,425	
Design Development	23%	\$93,928	
Construction Documents	32%	\$130,683	\$294,036
Bidding and Negotiations	3%	\$12,252	
Construction Administration	25%	\$102,096	\$114,347
<b>Total</b>	<b>100%</b>	<b>\$408,384</b>	



**SURFSIDE TENNIS CENTER IMPROVEMENTS  
 ADDITIONAL SERVICE AGREEMENT (ASA) NO.2 LABOR HOUR BREAKDOWN (REVISED)**

Consultant	Services Provided		Total Basic Services Fee
William Lane Architects, Inc.	Supplemental Architectural Design Services	2	\$ 121,000.00
Lakdas Yohalem Engineering, Inc.	Supplemental Structural Engineering Design Services	3	\$ 26,400.00
<b>Total Basic Services Fee</b>			<b>\$ 147,400.00</b>