

RESOLUTION NO. 2019-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO AN AGREEMENT WITH LANDSCAPE
DE, LLC FOR THE PINECREST GARDENS UPPER
GARDEN DESIGN PROJECT; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Village issued a Request for Proposals for the Pinecrest Gardens Upper Garden Design Project; and

WHEREAS, sealed proposals were received by the published deadline; and

WHEREAS, the Village Manager has recommended the selection of Landscape DE, LLC; and

WHEREAS, the Village Council adopted Resolution 2019-24 authorizing the Village Manager to negotiate an agreement with the firm;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to enter into the attached agreement with Landscape DE, LLC to provide the design of various improvements to the Pinecrest Gardens Upper Garden area with a focus on accessibility compliant with the American with Disability Act (ADA).

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of August, 2019.

Joseph M. Corradino, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

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LandscapeDE

4248 SW 62nd Ave
South Miami, FL 33155
www.LandscapeDE.com
info@LandscapeDE.com
305 215 9683

Design Contract Agreement

July 3, 2019

Ms Yocelyn Galiano
Village Manager
City of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156

RE: Pinecrest Gardens Upper Garden Design Proposal – Revision 01

DESIGN SCOPE: Design and Construction Administration

Dear Ms Galiano,

I am very pleased to submit to you this proposal for professional design services for the planning and design of your Upper Garden project at Pinecrest Gardens.

Within this Agreement the term “Client” shall refer to the ‘Village of Pinecrest.’ The term “Design Team” shall refer to ‘LandscapeDE, LLC,’ representing, and working in concert with, other design professionals including, but not limited to, Felis Consulting, William Lane Architect, Access Recreation Group, Site Masters, and engineering firms.

Scope and Design Package

The proposed design services scope shall include the development of designs for facilities outlined in the RFQ designated PINECREST GARDENS UPPER GARDEN DESIGN Project No. 2019-004RFQ. Significant features shall include the following:

- ADA accessible playground toddler space, and supporting bathrooms (Two rooms, total of 450 sf)
- Petting Zoo improvements that offer children of all abilities the opportunity to engage with the garden’s animals, and that provide resident animals a healthier and safer environment during extreme weather episodes (1500 sf interior and 4000 sf yard)
- Expanded Sensory Garden / Inspiration Center that will focus on all-inclusive activities (Inspiration Center 1100 sf)
- Improved picnic area

Further detailing is included in the RFQ documents provided by the city

Design Process

The design development shall follow the below outlined process:

1. Site Master Plan

The Design Team, working with the Client and relevant stakeholders, will create an overall concept plan for the Upper Garden site. Components shall include all elements listed in the associated project RFQ. The concept plan will be developed using the following process:

- A. Site Analysis – The Design Team will study the site, its challenges, and its opportunities. Analysis shall include:
 - a. Inventory of existing conditions and any pertinent site elements.
 - b. Review of all pertinent regulations and codes that may affect design or construction on the project property.
 - c. Inclusion barrier identification – site visit by accessibility specialist.
 - d. Staff and key stakeholder interviews (master plan and accessibility).
 - e. Documentation of site analysis studies through illustrated diagrams and graphics.
 - f. Preparation of design principles to guide inclusion and accessibility.
- B. Brainstorming Workshop – This shall be a two-day working session for relevant Design Team members and the Client representatives.
 - a. Workshop – The workshop shall seek to identify goals for the Upper Garden and identify pertinent issues. Experiences for special needs children shall be a central consideration. The workshop shall also seek to identify educational goals and thematic zones within the Gardens. The Design Team shall conduct interviews with Client representatives and have the representatives participate in exercises and discussions to learn about important considerations for the site and programming. The Design Team shall also meet with local disability advocates in Miami to build support and gather local input regarding accessibility.
 - b. Diagramming Development – Based on the Workshop results, a diagrammatic plan for the site will be developed. Site programming will be the major consideration in this exercise. The plan shall express interrelationships and configuration of key site elements. The

diagram shall be presented to the Client for comments, and adjustments shall be made to arrive at a template for the master plan.

- C. Master Plan Development – Following the Brainstorming Workshop, the Design Team shall develop a detailed master plan for the site. Upon completion of a draft plan, the Design Team shall meet with the Client to present the plan and gather feedback. The Design Team shall then incorporate Client comments into the plan. The revised plan shall be presented to the Client for approval. Two rounds of minor comments may be included into the master plan at this time to gain Client approval.

Deliverables:

1. Workshop questionnaires for staff and key stakeholders.
2. Illustrative analysis presentation with key diagrams showing existing site conditions and Design Team insights.
3. Benchmark profiles showing various facilities and institutions that can be examples for the Upper Garden designs.
4. Narrative description and inspirational imagery determined through the workshop.
5. Exhibit program for petting zoo including species, number of animals, size of habitats, size of holding facilities, barriers, and enrichment
6. Bubble diagrams of site layout options and programming for entire site
7. ROM estimate
8. Overall master plan showing a detail layout for the entire site and illustration of connection and relationships between various elements.

2. Site Designs

The Design Team, working with the Client and relevant stakeholders, shall develop detail designs for the individual components of the master plan. The designs shall be developed into construction documents.

- A. Conceptual Site Design - The Design Team shall develop conceptual design proposals for various elements of the site based on the presented and approved masterplan configuration for the site. The designs shall be illustrated through the development of rough sketch plans, section/elevations, and perspective drawings, as necessary, to reasonably communicate design concepts and materials. Design concepts shall be presented at a meeting with Client representatives. Client feedback shall be incorporated into the designs and the revisions shall be presented to the Client. Reviews by Design Team disability consultants shall be included to ensure compatibility with project goals. The Design Team can meet with the Client for an additional meeting, if necessary, to further develop designs. Revised concepts shall be presented to the Client for approval. Two rounds

of comments from the Client can be included at this time for each plan set. Additional requests for revisions may require an additional services contract.

Deliverables:

1. Illustrative hardscape concept plan(s) indicating approximate locations, dimensions, and materiality of connective walkways, walls, ramps, steps, and other related permanent constructed components of the design.
 2. Architectural design concepts for all buildings in the master plan, including the petting zoo, inspiration center, and restrooms
 3. Playground design concept with proposed equipment and layout.
 4. Sensory Garden concept plan.
 5. Conceptual illustrative planting plan(s) indicating the types of key proposed plant materials and their approximate locations. The plan shall also indicate key existing plant materials that will remain on site.
 6. Sections, elevations, and perspectives as necessary to explain concepts.
 7. Supplementary designs as necessary.
 8. An approximate cost estimate for the designs.
- B. Design Development - Following the approval of the design concepts, the Design Team shall proceed with design development. The Design Team shall utilize the illustrations developed during the Conceptual Site Design Phase and refine them to determine construction methods and final materials. The design may also be adjusted to meet any new priorities and site conditions that arise. Reviews by Design Team disability consultants shall be included to ensure compatibility with project goals. A design development package shall be developed and delivered to a Client appointed representative. The Design Team shall respond to up to two rounds of comments by the Client (or Client appointed representative) with regard to constructability, materials, or construction methods. Additional requests for revisions may require an additional services contract.

Deliverables shall be:

1. Tree deposition plan(s) detailing the reuse, relocation, or removal of existing trees and pertinent vegetation on the site.
2. Architectural plans for all buildings including the petting zoo, inspiration center, and restrooms.
3. Hardscape plan(s) indicating locations and materiality of all proposed hardscape materials. This includes paving materials, walls, steps, and any proposed landscape structures. Detail references shall be included as needed. A separate layout/dimension plan may be included as required.
4. Site furnishing plan(s) indicating locations and installation of outdoor site furniture, including playground equipment, tables, benches, waste receptacles, etc. Cut sheets shall be included.
5. Accessibility plan(s) showing all accessible features, means of access, and components.

6. Grading plan(s) indicating landforms and grading for the entire site. This shall include both aesthetic elements and drainage grade.
 7. Planting plan(s) indicating the location, spacing, size, quantity, and type of proposed plant materials. Mitigation for removed trees shall be included.
 8. Landscape lighting plan(s) that detail locations and types of landscape light fixtures proposed for the site. Cut sheets shall be provided.
 9. Detail drawings and specifications as necessary to explain design detailing.
 10. A cost estimate for the designs.
- A. Permit/Construction Documentation - In this phase, the Design Team shall refine the design further in consultation with the Client. Materials shall be finalized and detailing of construction methods shall be determined. Submissions to the Client shall occur at 50% completion and 100% completion. The Client can conduct a review of the documents and provide a round of comment at each submission. Reviews by Design Team disability consultants shall be included to ensure compatibility with project goals. The final product shall be permit quality documents to be submitted by the Client to the City of Pinecrest Building Department. The Design Team shall make up to two rounds of revisions in response to requests by the building department as applicable to bring drawings into compliance with regulations. A Design Team representative shall attend up to two total meetings/ presentations with governing agencies to gain permit approval within the scope of fees for this contract. Additional requests for revisions may require an additional services contract.

Deliverables shall be:

1. Demolition plan(s) showing existing site elements to be removed. Methods for protecting existing site elements to remain shall also be included.
2. Tree deposition plan(s) detailing the reuse, relocation, or removal of existing trees and pertinent vegetation on the site.
3. Tree protection plan(s) showing the locations and construction of tree protections barriers to be utilized during construction.
4. Architectural plans for all buildings including the petting zoo, inspiration center, and restrooms.
5. Hardscape plan(s) indicating locations and materiality of all proposed hardscape materials. This includes paving materials, walls, steps, and any proposed landscape structures. Detail references shall be included as needed. A separate layout/dimension plan may be included as required.
6. Site Furnishing Plan(s) indicating locations and installation of outdoor site furniture, including playground equipment, tables, benches, waste receptacles, etc.
7. Accessibility Plan(s) showing all accessible elements, means of access, and components.

8. Grading and drainage plan(s) indicating landforms and grading for the entire site. This shall include both aesthetic elements and drainage grade. Drainage structures and calculations shall also be included.
9. Additional Civil plan(s) as necessary.
10. Structural engineering plan(s) related to buildings, playground and any other necessary elements.
11. MEP plans for all buildings and site elements. The plans shall include all necessary utilities for operation of site facilities.
12. Planting plan(s) indicating the location, spacing, size, quantity, and type of all proposed plant materials. Mitigation for removed trees shall be included.
13. Irrigation plan(s) that detail piping, connections, pumps, and heads for irrigation of proposed planting plan.
14. Landscape lighting plan(s) that detail locations and types of landscape light fixtures proposed for the site. Cut sheets shall be provided. Electrical drawings shall be done by other consultants or suppliers.
15. Detail drawings and specifications as necessary for assistance in the installation and construction of the proposed designs.
16. An updated cost estimate for the designs.

3. Construction Administration

Not included with this contract.

Client's Responsibilities

1. The Client shall provide to the Design Team a Sketch of Survey describing the subject property and areas to be designed. Essential spot elevations, utility locations, drainage information, and structural information necessary to accomplish site design should be included. Additionally, Client shall supply existing and/or current proposed architectural drawings related to the property.
2. The Client shall provide, with clarity and in a timely manner, comment, response and necessary information verbally and/or in writing on any and all design proposals and detail components thereof, and to inquiries from the Design Team.

Compensation

Master Plan

Site Analysis	\$16,680
Travel Expenses:	
Inclusivity Consultant (flight, 2 days hotel)	\$2,050
Zoo Consultant (car travel, 1 day hotel)	<u>\$310</u>
	\$19,040

Brainstorming Workshop	\$11,665
Travel Expenses:	
Inclusivity Consultant (flight, 2 days hotel)	\$2,050
Zoo Consultant (car travel, 2 days hotel)	<u>\$530</u>
	\$14,245
Master Plan Development	\$23,750
Travel Expenses:	
Zoo Consultant (car travel, 2 days hotel)	<u>\$310</u>
	\$24,060
Total Master Plan Fees	\$57,345
Site Designs	
Conceptual Site Designs	
Architecture Drawing	\$11,615
Zoo Consultant	\$4775
Landscape Architecture Drawings	
Overall Site Design	\$3,300
Playground Design	\$2,800
Petting Zoo Exterior	\$1,720
Sensory Garden	\$1,800
Reviews by ADA Consultant	\$1,725
Reviews by Inclusivity Consultant	<u>\$1,610</u>
	\$29,345
Design Development	
Architecture Drawing	\$40,825
Zoo Consultant	\$1,380
Landscape Architecture Drawings	
Overall Site Design	\$3,500
Playground Design	\$3,500
Petting Zoo Exterior	\$2,500
Sensory Garden	\$2,760
Reviews by ADA Consultant	\$1,725
Reviews by Inclusivity Consultant	<u>\$1,495</u>
	\$57,685
Permit/Construction Documents	
Architecture Drawing	\$75,440
Zoo Consultant	\$1,380
Landscape Architecture Drawings	
Overall Site Design	\$11,000
Playground Design	\$11,000
Petting Zoo Exterior	\$5,500
Sensory Garden	\$5,260

Engineering Drawings	
Civil Drawings	\$7,245
Structural Drawings	\$20,550
MEP Drawings	\$16,445
Reviews by ADA Consultant	<u>\$1,725</u>
	\$155,545

Total Site Design Fees	\$242,575
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Total Proposed Project Fees	\$299,920
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10% Contingency (not included in total)	\$29,990
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Additional Services

In addition to the base fees elaborated here, the Design Team also has additional services that can be added to the design contract as follows:

Greenhouse area redesign (including construction admin)	\$92,000
Business plan for Upper Garden only	\$5,750
Business plan for entire Pinecrest Gardens	\$10,600
Market research on Upper Garden attractions	\$3,500
Community engagement for master plan process	\$4,000
Inclusivity consultant presentation for master plan	\$3,000
Post-construction inclusivity certification	\$3,000
Additional illustrations for marketing /fundraising	\$2,000 per image

Additional services contracts shall be required for services not covered by this contract or for any significant change to the design affecting the scope of the Design Team.

Limitation of Liability

The limit of liability of the Design Team to the Client for any cause or combination of causes shall be, in the total amount, limited to the fees paid under this contract or \$50,000, whichever is greater.

Termination of Services

The Client and the Design Team shall each unilaterally have the right to terminate this AGREEMENT. Termination shall be in writing with 7 days' notice. In case of termination, the Design Team shall be entitled to proportional compensation, for portions of phases completed or partially completed.

Reimbursable Expenses

The Client agrees to reimburse the Design Team at one point two times (1.2 X) cost for the following, and related costs, when associated with the project:

- All special handling of project documents (such as Fed Ex, DHL, or courier);
- All reproduction and printing of sketches, plans, base sheets, drawings, diagrams, cost estimates, specifications, and other printing, collating, binding, and the like;
- For all other "out-of-pocket" costs or expenses normally associated with such a project.

Payment for Services

Checks shall be made payable to Landscape DE, LLC.

Arbitration

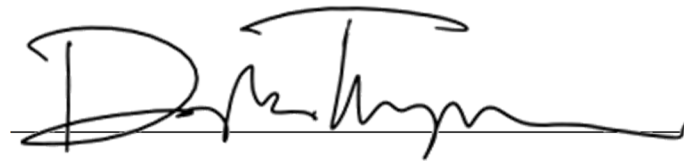
Any disputes arising from this agreement shall be adjudicated within the state of Florida, through binding arbitration heard by a panel of the American Arbitration Association (AAA), under the rules of the AAA in effect at the time of execution of this agreement.

Acceptance

To accept this agreement, please sign below.

This agreement shall be in effect for up to 1 year from the agreement date, unless otherwise agreed upon by the Client and Design Team.

Accepted:

 7/3/2019

Douglas Thompson
Landscape DE, LLC

Date

Accepted:

Ms Yocelyn Galiano
Village Manager
Village of Pinecrest

Date




Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

MEMORANDUM
Office of the Village Manager

DATE: August 9, 2019

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Authorizing the Village Manager to Enter Into a Professional Services Agreement with Landscape DE, LLC for the Pinecrest Gardens Upper Garden Design Project

The Village published a Request for Qualifications (RFQ) for the Pinecrest Gardens Upper Garden Design. This project will provide the design of various improvements to the upper garden area with a focus on accessibility compliant with the American with Disability Act (ADA). As a result of the RFQ, five proposals were received by the March 18, 2019 deadline. A staff committee evaluated the proposals based on the firms' experience and capability, project team and staffing, work plan, references, and completeness of the proposal. Based on these criteria, the committee short-listed three firms for presentations.

At the June 11, 2019 meeting, Village Council authorized the Village Manager to negotiate a professional services agreement with the selected firm, Landscape DE, LLC. After a successful negotiation, Landscape DE has agreed to perform the Pinecrest Gardens Upper Garden Design and Master Plan for the total amount of \$299,920.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to enter into a professional services agreement with Landscape DE, LLC for the Pinecrest Gardens Upper Garden Design project.