

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Will Allen

**PREPARED BY:** Will Allen

**SUBJECT:** A resolution adopting a professional services agreement with Dover Kohl & Partners

**AFFECTED DISTRICT:** 1 and 2

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING A SERVICE AGREEMENT WITH THE FIRM OF DOVER KOHL & PARTNERS FOR PROFESSIONAL SERVICES TO REFINE AND IMPLEMENT THE TOWN OF DAVIE, FLORIDA DOWNTOWN MASTER PLAN; AND AUTHORIZING THE MAYOR TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING HIS SIGNATURE TO SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** This is a proposed service agreement between the firm of Dover, Kohl & Partners and the Davie CRA. This agreement would allow the firm of Dover, Kohl & Partners to perform services to assist the CRA in reviewing projects and proposals within the Downtown area for compliance with the Master Plan for Downtown. An agreement such as this would be necessary to obtain the services of Dover, Kohl & Partners for helping with projects such as the former Winn Dixie site. There was an additional services clause in the agreement for the Downtown Plan and this is consistent with that clause which permits additional services at hourly rates stated within the agreement. The amount requested for these reviews is based on an estimate of the hours to be spent in review.

**PREVIOUS ACTIONS:** The CRA Board approved the additional services agreement on November 20, 2006.

**FISCAL IMPACT:** not applicable

Has request been budgeted? Yes

If yes, expected cost: \$17,650

Account Name: Special Projects

What account will funds be appropriated from: 010-0405-515-05-02

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):** Additional Services Agreement For Davie, Florida

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING AN A SERVICE AGREEMENT WITH THE FIRM OF DOVER KOHL & PARTNERS FOR PROFESSIONAL SERVICES TO REFINE AND IMPLEMENT THE TOWN OF DAVIE, FLORIDA DOWNTOWN MASTER PLAN; AND AUTHORIZING THE MAYOR TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING HIS SIGNATURE TO SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Davie Community Redevelopment Agency approved a professional services agreement with Dover Kohl & Partners on September 29, 2005 to provide land use analysis and design planning services toward preparing a master plan for the downtown area; and

WHEREAS, the Town Council of the Town of Davie approved the Downtown Master Plan document on July 5, 2006 by adopting Resolution R-2006-191; and

WHEREAS, the Town of Davie and the Davie Community Redevelopment Agency desire to retain the services of Dover Kohl & Partners to provide professional services to refine and implement the Master Plan by providing services to review project and proposals within the Downtown area.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA;

SECTION 1. The Town of Davie approves the Service Agreement For Additional Services with the firm of Dover Kohl & Partners to refine and implement the Downtown Master Plan for the Town of Davie, Florida.

SECTION 2. The Mayor is authorized to acknowledge such approval by affixing his signature to said Resolution.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

## Additional Services Agreement for Davie, Florida

This Professional Services Agreement (the "**Agreement**") is made this \_\_\_\_\_ day of November, 2006, by and between the **TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY** (the "**CRA**"), located at 4700 Davie Road, Suite C, Davie, FL 33314 and **DOVER, KOHL & PARTNERS**, ("**DKP**"), located at 1571 Sunset Drive, Coral Gables, FL 33143.

WHEREAS, the CRA, desires to retain the services of and compensate DKP for additional services related to the refinement and implementation of the Downtown Master Plan; and.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and DKP agree to the following terms and conditions:

### Additional Scope of Services

The services contracted under this Additional Services Agreement are in addition to the Scope of Services set forth in Exhibit B of the original Agreement. DKP shall perform work as needed:

**A. Refinement and Implementation of Master Plan.** DKP will provide professional services to the CRA in the effort to realize the Master Plan. This process will include the following activities:

- a) At the request of the CRA, DKP will review projects and proposals attempting to achieve the vision of the Downtown.

### Professional Fees and Reimbursable Expenses

1. **Professional fees for refinement and implementation of Master Plan.** As consideration for DKP providing the services described above, CRA shall pay DKP on an hourly basis indicated in item 4 below.
2. **Changes to the Scope of Work.** Any change to the professional services described in this Agreement shall be authorized in writing unless documented by an appropriate Change Order. A Change Order is a written instrument duly signed by DKP and CRA, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and (3) Change the schedule, as appropriate.
3. **Additional Services.** Additional services that CRA may authorize and which DKP has not expressly agreed to provide, unless subject to a written change order, shall be considered outside the scope of this Agreement. Such additional services shall be billed to CRA at the hourly rates indicated below. DKP will present CRA with a monthly invoice for additional fees whenever additional services have been provided.
4. **Hourly Rate Schedule.** Where this Agreement provides for CRA's payment to DKP of compensation on an hourly basis, professional fees shall accrue and compensation shall be paid in accordance with the following hourly rate schedule:

Lead Principal Victor Dover	\$275.
Principal Joseph Kohl	175.
Project Director	145.
Illustrators	100.
Staff Planners, Staff Designers	85.
Clerical Staff	45.
NOTE: Travel time is billed at 50% of the rates above.	

DKP reviews its hourly rates each calendar year, and reserves the right to modify its rate schedule at such time. DKP will provide CRA with written notification in advance of any such change. The total amount charged shall not exceed \$17,650

**Schedule**

**The services will begin upon authorization from CRA. This contract will be valid for one year from the date of signatures.**

**WE THE UNDERSIGNED** indicate our mutual understanding and consent to the aforementioned terms and conditions of this Additional Services Agreement to be effective on the day and year first written above.

THE TOWN OF DAVIE COMMUNITY  
REDEVELOPMENT AGENCY

**DOVER, KOHL & PARTNERS**

By: \_\_\_\_\_  
Its Chair

By: \_\_\_\_\_  
Joseph Kohl, Vice President