

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen, Redevelopment Administrator/ 797-2093
Mark A. Kutney, AICP, Development Services Director and Marcie Oppenheimer Nolan, Deputy Planning and Zoning Manager

PREPARED BY: Will Allen

SUBJECT: Resolution

AFFECTED DISTRICT: Districts 1 and 2

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN OF DAVIE, NOVA SOUTHEASTERN UNIVERSITY, THE DAVIE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA ATLANTIC UNIVERSITY AND AUSTIN FORMAN; AUTHORIZING THE MAYOR TO AFFIX HIS SIGNATURE TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: This agreement is between five separate parties including the Town of Davie, Nova Southeastern University, the Davie CRA, Florida Atlantic University, and Austin Forman. The agreement concerns the preparation of a master plan for the Davie Regional Activity Center. The agreement sets out the roles and responsibilities regarding the selection of a consultant and the process to develop the master plan. A Steering Committee is established in the agreement to work with the consultant and make comments and recommendations and provide input to the Town on the work products of the consultant. The Steering Committee meetings must comply with the "Sunshine Law" per the agreement. Each party on the Steering Committee is contributing toward the cost of the preparing the master plan. Each of the five parties is paying \$55,000 for a total of \$275,000. The Town of Davie adopted Resolution R-2005-148 on May 18, 2005 authorizing funding for the cost of this plan. The amount of \$47,500 was authorized to be encumbered for this purpose and this has been reduced to \$38,500 as there is one more partner now than in May. The CRA is paying \$16,500 of the share due to the Town. The payment is due upon execution of the agreement. The funds are to be used by the Town of Davie for the consultant fees. In addition, the Town of Davie and FDOT are entering into a Joint Participation Agreement which will allow an additional \$230,000 toward the consulting costs. It is expected that the consulting contract will be somewhat less than the combined \$505,000 in funding which can be used for contingency and if there is a balance at the end then each party will have a pro rata amount returned to them. It is important to note that the work cannot begin until the JPA is approved by both the Town and FDOT in order to make the work eligible to be paid by FDOT.

The Town must designate a voting member of the Steering Committee and can name two alternate members. Acting Town Administrator, Ken Cohen, has been attending meetings dealing with the RAC as have Mark Kutney and Marcie Nolan.

PREVIOUS ACTIONS: The Town Council adopted Resolution R-2005-148 on May 18, 2005 encumbering funds for the consultant selected.

CONCURRENCES: The CRA Board approved CRA Resolution R-2005-6 on May 3, 2005 and approved the agreement at their November, 2005 meeting.

FISCAL IMPACT: Has request been budgeted? Yes
If yes, expected cost: \$38,500 plus \$16,500 from the CRA for a total of \$55,000.

RECOMMENDATION(S): Motion to approve the Resolution.

Attachment(s): Resolution
Agreement
Town of Davie Resolution R-2005-148
CRA Resolution R-2005-6

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN OF DAVIE, NOVA SOUTHEASTERN UNIVERSITY, THE DAVIE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA ATLANTIC UNIVERSITY AND AUSTIN FORMAN; AUTHORIZING THE MAYOR TO AFFIX HIS SIGNATURE TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is an existing Regional Activity Center within the Town of Davie of approximately 2,200 acres which was established by the Florida Legislature in 1998; and

WHEREAS, the Town wishes to implement the vision of the regional activity land use category through the creation of a RAC master plan; and

WHEREAS, the Town has partnered with Nova Southeastern University, the Davie Community Redevelopment Agency, Florida Atlantic University, and Austin Forman (the "Steering Committee") to fund and coordinate the development of a RAC master plan; and

WHEREAS, this planning effort will require approximately \$275,000 from the Steering Committee members to contract with a master consultant selected by Town Council upon the recommendation of the Bid Specification Committee including representatives of the Steering Committee; and

WHEREAS, additional funding for a master plan has been secured through a Joint Participation Agreement with the Florida Department of Transportation focusing on multi-modal transportation opportunities within the RAC; and

WHEREAS, the Agreement sets forth the understandings of the roles and responsibilities of the Steering Committee members; and

WHEREAS, the Town Council approved Resolution R-2005-148 on May 18, 2005 authorizing funding of the Town of Davie's proportionate share of the expected cost of the master plan preparation which is now in the amount of \$55,000 of which the Davie CRA has agreed to pay 30% or \$16,500 as that is the approximate percentage of the RAC lying within the CRA redevelopment area.

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

SECTION 1. The Town Council of the Town of Davie does hereby approve an Agreement between the Town of Davie, Nova Southeastern University, the Davie Community Redevelopment Agency, Florida Atlantic University, and Austin Forman.

SECTION 2. The Town Council hereby authorizes the Mayor to execute an Agreement between the Town of Davie, Nova Southeastern University, the Davie Community Redevelopment Agency, and Austin Forman.

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.

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and among NOVA SOUTHEASTERN UNIVERSITY, INC. ("NSU"), THE DAVIE COMMUNITY REDEVELOPMENT AGENCY ("DCRA"), THE TOWN OF DAVIE, FLORIDA ("Davie"), FLORIDA ATLANTIC UNIVERSITY ("FAU"), and AUSTIN FORMAN ("Forman"), effective _____, 2006.

RECITALS:

- A. Davie will receive proposals from professional consulting firms to act as the master consultant in the master planning of the regional activity center in the Town of Davie ("RAC") pursuant to the "Request for Statements of Qualifications for Master Planning Services for the Town of Davie" attached hereto and made a part hereof as Exhibit A (the "Request for Proposals"); and
- B. The parties hereto desire to establish a committee consisting of a representative from each such party, to be known as the Steering Committee; each party may additionally appoint up to two (2) alternate voting members to act in the absence of the party's representative. The Steering Committee, as further provided herein, will act as the selection/negotiation committee to evaluate responses to the Request for Proposals and will also perform other obligations regarding the development of the master plan for the RAC as set forth in the Agreement; and
- C. The parties desire to set forth their understandings with respect to their roles and responsibilities in regard to the selection of a master consultant pursuant to the Request for Proposals and during the term of the provision of the selected consultant's services and the development of the master plan for the RAC.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the parties agree as follow.

1. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Each party hereto agrees to contribute the amount of Fifty-five Thousand (\$55,000.00) Dollars toward the costs of engaging the master consultant to perform the services pursuant to the Request for Proposals. In the event the ultimate cost of the consulting services exceeds the estimated amount, each party, shall pay a pro rata share of the additional costs, upon approval by majority vote of the full membership of the Steering Committee. If any party to this Agreement does not agree to pay the pro rata share provided for in the preceding sentence then the voting rights of such party shall be suspended until payment is made. If the services are performed at less than the anticipated costs, a pro rata amount shall be returned to each party contributing same. Through the execution of a Joint Participation Agreement between FDOT and Davie, FDOT will provide funding in the amount of Two Hundred Thirty Thousand (\$230,000.00) Dollars toward the consulting costs described herein.

3. Upon execution of this Agreement, each party shall make all required payments contemplated by this Agreement in a lump sum to Davie, which funds shall be used by Davie to pay the master consultant engaged by Davie in accordance with the agreement for such services entered into between the master consultant and Davie. Davie shall provide the Steering Committee with a monthly accounting of all expenditures of funds during the preceding month. In order for any party to this Agreement to exercise any voting rights pursuant to this Agreement, such party must submit full payment as established by this Agreement to Davie.

4. All submittals in response to the Request for Proposals shall be evaluated by the Steering Committee serving in the capacity of selection/negotiation committee. NSU will not to participate as a voting member during the selection phase of the process, but shall be a voting member of the Steering Committee for all other purposes. The Steering Committee shall have one (1) voting member and two (2) alternate voting members appointed by and representing each party. Each member of the Steering Committee shall designate in writing the name of the regular and alternate voting members. The alternate member shall vote only in the absence of the Steering Committee regular member in order to establish a quorum. The designated alternate members may be changed only if the names of such new alternate members are submitted to the Steering Committee by written notice in accordance with Section 13 hereof by the regular voting member prior to the meeting to be attended by the alternate member. All actions of the Steering Committee shall require a majority vote of the full membership of the Steering Committee.

5. The Selection/Negotiation Committee shall rank in order of preference the top three (3) proposals and make a recommendation of its ranking to Davie pursuant to the Request for Proposals. Davie's Town Council shall make the final decision in the selection of the master consultant.

6. To the extent that work product during the provision of services of the master consultant is submitted to Davie, or presentations are made to Town of Davie staff or the Town Council, the Steering Committee shall be provided a copy of such work product, or receive its own presentation, in order to provide comments, recommendations, and input to Davie prior to any review or action taken by Davie's Town Council upon such work product or final acceptance of the report of the master consultant.

7. It is hereby acknowledged and agreed that all information related to the proposals submitted and the work to be accomplished pursuant to this Agreement shall be shared and distributed among all members of the Steering Committee.

8. The Steering Committee shall hold all meetings in a location open to the public and all meetings shall comply with Florida Statute s. 286.011, the "Sunshine Law" and Florida Statute s. 287.055, the "Consultants' Competitive Negotiation Act". All meetings shall be recorded pursuant to the Sunshine Law and records of the meetings and of the work of the Steering Committee shall be maintained by Davie pursuant to Chapter 119 of the Florida Statutes.

9. The Steering Committee shall make a recommendation to Davie regarding the role of a technical advisor and/or facilitator for the master planning of the RAC and/or the planning, organization, and structuring of the work of the Steering Committee. However, Davie's Town Council shall make the final determination regarding the selection, role and scope of services to be provided by such technical advisor and/or facilitator and shall enter into an agreement for such services.

10. Nothing in this Agreement shall be deemed to create a partnership or joint venture among or between the parties to this Agreement. Nothing contained herein shall be construed or interpreted as (1) denying to any party hereto any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida, Davie or the CRA, or their officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of the sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28 of the Florida Statutes.

11. This Agreement shall not be construed more strictly against any of the parties hereto by virtue of the preparation of the Agreement.

12. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. This Agreement may be executed by telecopy or e-mail.

13. All notices to be given hereunder shall be in writing and personally delivered, or sent by registered or certified mail, return receipt requested, or sent by telefax with copy by mail, or delivered by an overnight courier service utilizing return receipts to the parties at the following addresses (or to such further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or overnight courier service, or on the date of transmission with confirmed answer back if by telefax if transmitted before 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, except that notice of a change in address shall be effective only upon receipt.

If to NSU:	Dr. George Hanbury Nova Southeastern University Second Floor – Executive Wing Horvitz Administration Building 3301 College Avenue Fort Lauderdale, FL 33317 Telephone No. 954 262-7555 Fax No. 954 262-3800
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With Copy to: Peter Witschen
450 East Las Olas Boulevard
Suite 700
Fort Lauderdale, FL 33301

If to DCRA: TOWN OF DAVIE
COMMUNITY REDEVELOPMENT AGENCY
Attn: Redevelopment Administrator
4700 Davie Road, Suite C
Davie, Florida 33314
Telephone No. 954 797-2093
Fax No. 954 797-1200

With Copy to: Susan F. Delegal, Esquire
Billing, Cochran, Heath, Lyles, Mauro & Anderson P.A.
888 S.E. 3rd Avenue, Suite 301
Fort Lauderdale, Florida 33316
Telephone No. 954 764-7150
Fax No. 954 764-7279

If to Davie: TOWN OF DAVIE
Attn: Town Administrator
6591 Orange Drive
Davie, FL 33314
Telephone No. 954 797-1035
Fax No. 954 797-2061

With Copy to: Development Services Director
Town of Davie
6591 Orange Drive
Davie, FL 33314
Telephone No. 954 797-1101
Fax No. 954 797-1086

If to FAU: Joyanne Stephens
Broward Campuses Vice President
Florida Atlantic University
2912 College Avenue
Davie, Florida 33314
Telephone No. 954-236-1285
Fax No. 954-236-1283

If to Forman: M. Austin Forman
888 S.E. 3rd Avenue
Suite 501
Fort Lauderdale, FL 33316
Telephone No. 954 763-8111
Fax No.: 954 522-1969

With Copy to: John T. Loos, President
First Lauderdale Investments
1815 Cordova Road
Suite 210
Fort Lauderdale, FL 33316
Telephone No.: 954 522-4500
Fax No.: 954 525-5244

14. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

15. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida; venue shall lie in Broward County, Florida, or in the United States District Court, Southern District of Florida.

16. This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set above.

Signed, Sealed and Delivered
In the presence of:

NOVA SOUTHEASTERN UNIVERSITY, INC.

Print name: _____

By: _____
Print name: _____

Print name: _____

Title: _____

DAVIE COMMUNITY REDEVELOPMENT
AGENCY

Print name: _____

Print name: _____

Print name: _____

Print name: _____

By: _____
Print name: _____
Title: _____

TOWN OF DAVIE, FLORIDA

By: _____
Print name: _____
Title: _____

FLORIDA ATLANTIC UNIVERSITY

Print name: _____

Print name: _____

Print name: _____

Print name: _____

By: _____
Print name: _____
Title: _____

M. AUSTIN FORMAN

EXHIBIT "A"

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR MASTER PLANNING SERVICES FOR THE TOWN OF DAVIE

Request for Qualifications

Pursuant to Florida State Statute 287.055, Consultants Competitive Negotiation Act, The Town of Davie is seeking to engage the professional services of a team of professionals to master plan the Regional Activity Center. Elements to be incorporated are land use associations and development interests, inter-modal transportation and multi-modal transportation, infrastructure to support the land uses, appropriate density considerations within the study area, development of zoning overlay mechanisms along with related zoning regulations and standards to facilitate mixed use development and development of architectural guidelines to supplement the proposed zoning provisions.

Scope of Services: Town of Davie – Regional Activity Center Regional Master Plan

PROJECT:

The study area is located in the eastern portion of Davie, Florida, on approximately 2,200 acres. The land has been designated a Regional Activity Center with special development considerations. The general boundaries of the RAC are I-595, University Drive, Orange Drive and the Florida Turnpike. Current land use within RAC includes single-family residential, multi-family residential, commercial-industrial, mobile home parks, office parks, community facility and recreation open space. The southeastern portion of the RAC has also been designated as a Community Redevelopment Area.

This Davie RAC is also the home to various elementary, middle, and high schools and universities, including Nova Southeastern University, University of Florida, Florida Atlantic University, Broward Community College and McFatter Technical School. This area is designated as the South Florida Education Center because of the unique collection of colleges and schools. The study area will also be tested based on opportunities for properties that are located on the edges of the RAC that will benefit from RAC land use.

The results of this study will identify optimal land-use plans. Elements to be incorporated are land use associations and development interests, multi-modal transportation, appropriate density considerations within the study area, development of zoning overlay mechanisms along with related zoning regulations and standards to facilitate mixed use development and development of architectural guidelines to supplement the proposed zoning provisions. Consultant shall develop:

- a transportation component identifying transportation plan objectives, needs, assessment and transportation impacts
- transportation plan
- intermodal facilities related land-use designs and densities to support multi-modal transportation
- conceptual architects drawings
- description of a conceptual utility infrastructure improvement in support of the proposed land uses
- perform community intermodal system visioning

- funding strategies and analysis in a supportable forum for MPO local, federal and other governmental reviews
- the economic social health housing and other non-transportation impacts and benefits of the proposed community in transportation/transit improvements
- detailed renderings to show how the proposed transit improvements will work within the future community context and provide 3D animated, computer generated, multi-media presentations to summarize the projects recommendations as presented.

It's envisioned that the Town will contract with a master consultant who will retain the relevant sub-disciplines to perform the analyses and presentation materials necessary to complete the scope of study. Among the anticipated disciplines included are: land-planning, architecture, civil engineering, transportation engineering, economic modeling. It is expected that the primary consultant will be the land planning firm with other disciplines serving in subconsulting roles to the extent necessary. In addition, a requirement is that the South Florida Regional Planning Council will be retained by the master consultant to provide technical assistance on the potential regional impact of the project and any applications for the implementation of the master plan.

This master plan will involve the following:

1. Transportation Plan:

- Multi-modal transportation area and sub-area wide plans;
- Transportation plan assessment, impacts, needs and objectives
- Location of intermodal facilities in relation to land-use densities and design to support multi-modal transportation.
- Visioning with all the stakeholders on the community intermodal system.
- Incorporate potential funding partnership through MPO, local, federal and other governmental participation.
- Develop a plan for the potential economic, social, health, housing and other non-transit related benefits and impacts of an intermodal based master plan.

2. Land Use:

Based upon the outcome of the Master Plan, increased density to achieve the optimal transit-land use connection will be required. It is anticipated that the team will also process any required land use plan amendment through all appropriate governmental agencies. Said application fees will be paid by the voting members.

3. Zoning district(s).

4. Architectural guidelines.

5. Graphics:

- Conceptual architectural drawings both transit related and building design and density related.
- Conceptual infrastructure improvements to support the envisioned land use densities and transit.
- Renderings to show how the proposed transit improvements will work within the future RAC based upon the land use design and density reflected in the master plan.
- 3D animated computer generated presentation to summarize the project.

- Multi-media based graphics to summarize the project recommendations.

It is anticipated that the study will be completed within one year of engagement. The project team shall hold at least 12 meetings with general stakeholders reporting back to the voting members (which will be representatives of the Town of Davie, the Davie CRA, Nova Southeastern University, a major land-owner stakeholder of the Regional Activity Center and any others that may participate). A total of 12 meetings with the voting members to coordinate and reach consensus on direction to the project team shall be conducted. The voting members may retain an outside facilitator to ensure that consistent direction is provided to the project team.

All project proposers shall acknowledge the Florida Department of Transportation's involvement and participation in funding a portion of this study. All consultant teams are advised to read thoroughly the grant obligations of the Town of Davie to ensure that the deliverables are provided as required by the FDOT's participation.

The approach to the study shall involve developing community and stakeholder consensus, investigating public trends and growth potential in order to provide a conceptual master plan, transit plan and design guidelines in order to develop a working document for development of the RAC. The process shall culminate with community support for the conceptual master plan leading to a fully-integrated Regional Activity Center involving all the key elements of housing commerce research technology linked together by an intermodal transportation network. Each proposal must contain details of the participant team as well as a timeline and specific tasks and deliverables as part of the initial submittal.

The end result of this study will be a master plan indicating the optimal land uses of parcels within the RAC incorporating multi-modal transportation into the functionality of the RAC.

A. GENERAL REQUIREMENTS

The Firm(s) and its Principal(s) in charge of the specific Project must have demonstrated experience in providing the type of assistance requested in this Statement of Qualification. Written statements of qualification should be brief, but may be accompanied by reprinted brochures. Statements shall include at least the following: (Note: Schedule "A" is attached hereto and incorporated by reference).

1. Complete and submit the attached Non-Collusion Affidavit (Schedule "A").
2. Include a Standard Form 254 designed to show up to 30 of the Respondent's most recent jobs similar to those described in the Request for Qualifications.
3. Include a Standard Form 255 identifying key personnel who will design and engineer the projects stating their major achievements. Include experience, competence, availability, and location of said key individuals.
4. Submit a staffing plan and organization chart indicating the proposed Program Manager and key personnel who will be committed to the program tasks. List current workload for all personnel identified in the staffing plan.

5. Submit a brief statement outlining the Firm's qualifications to perform the services required.
6. Provide a list of seven (7) previous clients, with names and phone numbers of contact persons as references.
7. All successful Respondents and their Principals must agree to allow duly authorized agents of the Town of Davie access to any books, documents, papers or records which are directly pertinent to the PROJECT for the purposes of making audit examinations, excerpts, and for the purposes of transcriptions and to maintain all required records for three years after the TOWN'S final payment and all other pending matters are closed.
8. The successful Respondent must agree to enter into a contract with the Town of Davie, as specified herein.
9. Provide other pertinent data or information deemed necessary by the Respondent to establish their qualifications for the various projects cited to allow the Town of Davie to evaluate their submissions based on the criteria described herein.
10. Respondents are urged to acquaint themselves with the provisions of the Town of Davie Ordinances, Chapter 12 (Land Development Code) and all other applicable codes. The comprehensive plan, existing traffic studies from the area and the EAR should also be included.
11. All successful Respondents and their Principals must agree that all plans and specifications produced for the Town of Davie under this agreement will become the property of the Town of Davie and cannot be reused without the express written consent of the Town of Davie.

B. RIGHTS RESERVED

The Town of Davie reserves the right to accept or reject any or all submissions, request resubmissions and to enter into negotiations with Respondents as warranted. The Town of Davie reserves the right to award a contract to the firm whose submissions are most advantageous to and in the best interest of the Town. The Town shall be the sole judge of which submission is in its best interest.

The Town shall further reserve the right to waive and determine the nature of any minor irregularities. A minor irregularity is a variation from the Request for Statements of Qualification, terms and conditions which do not constitute failure to substantially comply with requirements set forth in this request. A Respondent may not modify its statement after submission.

C. PUBLIC RECORDS

1. Once opened by the Town, a response to this Request for Statements of Qualification is a public record under Chapter 119, Florida Statutes.
2. Any Respondent awarded a contract under this Request for Statements of Qualification will be required to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent in conjunction with such contract.

D. PUBLIC ENTITY CRIMES INFORMATION:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. DISCRIMINATION:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

F. REGISTRATION OF LOBBYISTS:

Firms or individuals who wish to contact any official of the Town outside of a pre-submission conference or written request for information procedure must first register with the Town Clerk as a lobbyist for this Request for Proposals. Failure to register before contacting any official will result in disqualification of the proposal and submissions will not be considered. Lobbying registration certificates (attached hereto) should be mailed to:

Town of Davie
Town Clerk
6591 Orange Drive
Davie, Florida 33314-3399

G. INDEMNIFICATION AND INSURANCE

RESPONDENT'S SPECIAL ATTENTION IS CALLED TO THIS SECTION, NOTE:
RESPONDENTS ARE ENCOURAGED TO CONFER WITH THEIR INSURANCE
CONSULTANT(S) TO ENSURE COMPLIANCE WITH THE FOLLOWING SPECIFICATIONS:

The Contractor agrees to indemnify and hold harmless the Town of Davie, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the Town against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this

agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

Respondents are to submit proof of the following insurance. Proof may be in the form of existing insurance certificates with the coverage specified below, or in the form of a letter from the Respondent's insurance company, on their letterhead, stating that if the Respondent is awarded a contract the required insurance will be provided.

WORKERS' COMPENSATION:

The Consultant shall provide and maintain Workers' Compensation insurance in the full amount required by statute and in full compliance with the applicable laws of the State of Florida and the United States. The policy must include Employers' Liability with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for each accident, five hundred thousand dollars (\$500,000.00) disease (policy limit), and one hundred thousand dollars (\$100,000.00) disease (each employee). The Consultant shall further insure that all of its subcontractors maintain appropriate levels of Workers' Compensation insurance.

COMMERCIAL AND/OR COMPREHENSIVE GENERAL LIABILITY:

The Consultant shall have minimum limits of One Million Dollars (\$1,000,000.00) Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, specifically insuring the hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the Town of Davie and shall name the Town of Davie as an additional insured. The policy of insurance shall be written in an "occurrence" based format.

BUSINESS AUTO POLICY:

The Consultant shall have minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned vehicles, hired vehicles, employee non-owned vehicles.

PROFESSIONAL LIABILITY:

The Consultant shall provide insurance with minimum limits of one million dollars (\$1,000,000.00). The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of this Contract. In addition, the consultant shall notify the Town of Davie of any claims made against this insurance policy during the five years following execution of this Contract.

The Town of Davie is to be named as an additional insured on both the general liability and auto liability policies.

CERTIFICATE OF INSURANCE:

The Town of Davie is to be specifically included as an additional insured on the General Liability Policy. This does not pertain to Workers' Compensation.

The General Liability Special Endorsement must be completed, received and approved prior to commencing service or work.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified, it shall be the responsibility of the Consultant to insure that all sub consultants comply with the same insurance requirements spelled out above. All Certificates of Insurance must be on file with and approved by the Town before the commencement of any work activities, and will be filed with the contract. Certificates of Insurance will be required ONLY from the Respondent receiving the award and will be due within ten (10) days of notification of intent to award. No award will be made without approved Insurance Certificates.

The Town of Davie may request a copy of the insurance policy(s), according to the nature of the project.

The Consultant will be responsible for the payment of any deductible and/or self insured retention in the event of any claim.

H. SELECTION

Project Team Leaders will evaluate all written submissions received and will establish a short list. The Town of Davie may request additional information if deemed necessary for this evaluation. Only information contained within the Respondent's written submissions (including additional information, if required) will be considered. Project Team Leaders will then request brief presentations from short-listed firms in order to complete their rankings.

Project Team Leaders will present their findings and recommendations to their respective governing bodies. If approved by the respective governing bodies, an award will be made to the top ranked firm.

Should negotiations with the selected firm fail to result in a satisfactory Project Agreement, negotiations with the first firm will be terminated and negotiations will be held with next highest ranked firm.

I. QUALIFICATION EVALUATION CRITERIA

The following criteria, not necessarily listed in order of importance will be used to evaluate the submissions. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet.

Firm Qualifications

1. Respondent's qualifications, including number of years in business, credentials and licenses.
2. The number of projects completed in South Florida that are of similar size and scope for the specific task(s) for which the Respondent is submitting their qualifications.
3. Respondent's references and past performance record on municipal projects of similar size and scope completed in South Florida for the specific task(s) for which the Respondent is submitting their qualifications.
4. Respondent's familiarity with applicable building codes, permitting agencies, permit applications and permitting procedures (as applicable).

Staffing Plan

1. Respondent's in-house expertise for other disciplines.
2. Ability of the Respondent's personnel, resources, facilities and equipment to perform and successfully complete the specific task(s) for which the Respondent is submitting its qualifications.
3. Resumes and relevant background information for the Respondent's key personnel (owners, project managers, supervisors, field representatives, field inspectors and other technical personnel) who will be directly or indirectly involved for the tasks specified herein.
4. Respondent's ability to provide qualified staff knowledgeable with all applicable building codes, permitting procedure and standards and requirements of other governmental agencies (as applicable).
5. Respondent's ability to provide accurate construction cost estimates and value engineering (as applicable).

Project Control Experience

1. Respondent's ability to provide schedule controls, cost control and quality control for the tasks specified herein.
2. Respondent's demonstrated ability and approach to handle the various tasks specified herein on a fast track or an expedited basis.
3. Respondent's availability to begin the tasks specified herein and the Respondent's availability to continue the Work on an on-going basis, as specified herein.
4. Respondent's ability to produce, maintain, review, comment on and interpret a comprehensive Critical Path Method (CPM) project construction schedule (as applicable).

J. TERMINATION

The Town of Davie, at its sole discretion, may terminate the contract for convenience with a five calendar day written notice to the Consultant. In the event of such termination, any completed services performed by the Consultant shall, at the option of the Town, become the Town's property, and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town.

K. SUBMISSION INFORMATION

Individuals or firms responding to this Request for Qualifications are requested to number pages and provide a Table of Contents. A total of seven (7) copies must be submitted, one (1) clearly marked original and six (6) photocopies in a sealed envelope labeled, "Statements of Qualifications for Regional Activity Center Master Planning".

Responses are due on or before 2:00 P.M. Tuesday, xxxxxxxxxxxxxxxx, 2005.

Submit to: Herb Hyman, Procurement Manager
Purchasing Department
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

Submissions shall include the following and be in the following order (1-13):

1. Provide a Table of Contents (with items in the order listed below).
2. Provide a list of projects completed in South Florida that are of similar size and scope for the specific task(s) submitting qualifications. The list must include the following:
 - A) Name, address and telephone number of the Owner.
 - B) Name and telephone number of the owner's Project Manager.
 - C) Name, location and address of project.
 - D) Description of the Work (Indicate if Work was design).
 - E) Contract amount awarded to your firm and amount of Change orders, if any.
 - F) Length of contract and time extensions, if any.
3. Provide a complete company background and history, including but not limited to, number of years in business, credentials, licenses, number of employees, and organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the company.
4. Provide resumes and relevant background information for the company's key personnel (including owners, project managers, supervisors, field representatives, field inspectors and other technical personnel) who will directly or indirectly be involved for the tasks specified herein.
5. Provide an outline detailing, how the Respondent intends to provide

schedule control, cost control, cost estimates and quality control for the tasks specified herein.

6. Provide a statement detailing how the Respondent would handle the tasks specified herein on a fast track or expedited basis.
7. Provide a statement confirming the Respondent's availability to begin the tasks specified herein and confirming the Respondent's availability to continue the Work on an ongoing and as needed basis.
8. Provide a statement detailing the Respondent's familiarity with permitting agencies and permitting procedures, applicable building codes and construction cost estimates (as applicable).
9. Provide a statement detailing the Respondent's in-house expertise for other disciplines.
10. Submit bank and trade references, a financial statement and other information sufficiently comprehensive to permit an appraisal of the firm's current financial condition.
11. Submit proof of the required insurance with the limits specified herein.
12. Complete and return "Schedule A".
13. Complete and submit Standard Form 254 and Standard Form 255.

L. QUESTIONS

Respondents are asked to refrain from contacting any Town officials prior to the ranking of the firms other than as indicated in "Registration of Lobbyists" section above. Questions will be accepted until 12:00 p.m. seven (7) calendar days prior to the Proposal opening date. All questions should be directed in writing to:

Town of Davie
Attn: xxxxxxxxxxxxxxxxx
6591 Orange Drive
Davie, Florida 33314
Tel: (954) 797-xxxx
Fax: (954) 797-xxxx

SCHEDULE "A"

TOWN OF DAVIE
NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Proposer. If the proposal is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the proposal.

STATE OF _____)
)ss
COUNTY OF _____)

_____ being first duly sworn, deposes and says that
(Type or print the name of the person who is signing below)

1. He / she is the _____
(Owner, Partner, Officer, Representative or Agent)
of the Proposer that has submitted the attached Proposal.
2. He / she is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting the Proposal;
3. Said proposal is made without any connection or common interest in the profits with any other persons making any bid or proposal for the said commodities / services. Said bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the Town of Davie is directly or indirectly interested therein. If any relatives are employed by the Town, indicate name and relationship below.

Name: _____ Relationship: _____
Name: _____ Relationship: _____

Company Name: _____

Proposer's Authorized Signature: _____

Subscribed and sworn before me this _____ day of _____, 200__

Notary Public

(Print, Type, or Stamp name of Notary Public)
Personally known _____ or Produced I.D. _____
Type and number of I.D. Produced:

_____ Did take an oath, or _____ Did not take an oath

Name of Respondent Firm _____

Address _____

Phone Number _____

Date _____

RESOLUTION R-2005-148

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING FUNDING FOR PREPARATION OF A MASTER PLAN FOR THE DAVIE REGIONAL ACTIVITY CENTER (RAC); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward County Charter effective January 1, 1975, the Local Government Comprehensive Planning Act of 1975 and the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 confer land use authority to the Broward County Planning Council; and

WHEREAS, the Broward County Planning Council created a land use designation entitled Regional Activity Center within the Broward County 1989 Land Use Plan (Comprehensive Plan); and

WHEREAS, the Regional Activity Center land use is designed to facilitate mixed use development, encourage mass transit, reduce the need for automobile travel, provide incentives for quality development and give definition to urban form; and

WHEREAS, the Town of Davie was desirous of adopting the Regional Activity Center Land Use Category and implementing the same; and

WHEREAS, the Town of Davie established a Regional Activity Center of approximately 2200 acres pursuant to Town Ordinance 98-29 on July 1, 1998 and approved by Broward County and the Florida Department of Community Affairs as Town of Davie Comprehensive Plan Application LABC 98-1A; and

WHEREAS, a Master Plan is needed to guide development through adopting land use and implementing land development regulations to implement the future development within the RAC; and

WHEREAS, this Master Planning effort will be funded by the Town of Davie, the Davie Community Redevelopment Agency, Nova Southeastern University, and a major land owner/ stakeholder of land within the RAC (the "Four Stakeholders"); and

WHEREAS, this planning effort will require approximately \$270,000.00 to contract with a master consultant selected by the Town Council upon the recommendation of the Four Stakeholders pursuant to Section 287.055 of Florida Statutes, commonly referred to as the

Consultant's Competitive Negotiation Act. The master consultant will retain the relevant sub-disciplines to perform the analyses and presentation materials to complete the scope of the study; and

WHEREAS, the Town of Davie is one of the Four Stakeholders in preparing the Master Plan for the RAC and will contribute the amount of \$47,250. which is a twenty-five percent share of the cost of the study minus a contribution from the Davie Community Redevelopment Agency.

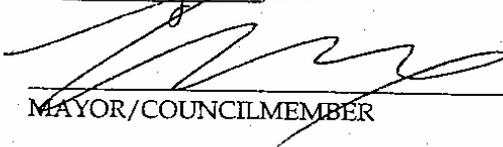
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the amount of \$47,250.00 is hereby encumbered from the Town's Contingency Account, # 001-9810-519-4901.

SECTION 2. Such funds will be payable upon selection of the consultant and pursuant to the terms of the agreement negotiated between the Town and the consultant.

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

PASSED AND ADOPTED THIS 18th DAY OF May, 2005.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 18th DAY OF May, 2005

CRA RESOLUTION R-2005-6

A RESOLUTION OF THE DAVIE COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING FUNDING FOR PREPARATION OF A MASTER PLAN FOR THE DAVIE REGIONAL ACTIVITY CENTER (RAC); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is an existing Regional Activity Center of approximately 2,200 acres which was established by the Legislature of the State of Florida in 1998; and

WHEREAS, a Master Plan is needed to guide development through adopting land use and implementing land development regulations to implement the future development within the RAC; and

WHEREAS, this Master Planning effort will be funded by the Town of Davie, the Davie Community Redevelopment Agency, Nova Southeastern University, and a major land owner/stakeholder of land within the RAC (the "Four Stakeholders"); and

WHEREAS, this planning effort will require approximately \$270,000 to contract with a master consultant selected by the Town Council upon the recommendation of the Four Stakeholders pursuant to Section 287.055 of Florida Statutes, commonly referred to as the Consultant's Competitive Negotiation Act. The master consultant will retain the relevant sub-disciplines to perform the analyses and presentation materials to complete the scope of the study; and

WHEREAS, the CRA is one of the Four Stakeholders as the southeastern portion of the RAC is within the redevelopment area of the CRA; and

WHEREAS the CRA has agreed to contribute a twenty-five percent share of the expected cost of the study as well as a proportionate share of the Town of Davie's twenty-five percent share comprising that percentage of the RAC lying within the CRA redevelopment area (30 %).

NOW, THEREFORE BE IT RESOLVED BY THE DAVIE COMMUNITY REDEVELOPMENT AGENCY, DAVIE, FLORIDA.

Section 1. That the amount of \$87,750.00 is hereby encumbered from the CRA Special Projects Account (010-0405-515.05-02).

Section 2. Such funds will be payable upon selection of the consultant and pursuant to the terms of the agreement negotiated between the Town and the consultant.

Section 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 3RD DAY OF MAY, 2005.

Community Redevelopment Agency of
the Town of Davie, Florida
By: Mark Engel
Mark Engel, Chair

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