

# **DEVELOPMENT SERVICES DEPARTMENT**

## **Planning & Zoning Division**

### **MEMORANDUM**

**PZ 07-21-99**

**07/21/99 COUNCIL AGENDA ITEM**

**TO: Robert Rawls, Interim Town Administrator**

**FROM: Mark A. Kutney, AICP, Development Services Director**

**BY: Jeff Katims, AICP, Planner II**

**DATE: July 13, 1999**

**RE: Architectural and Urban Design Services; Griffin Road Corridor**

The attached resolution authorizes the expenditure of \$11,200 plus reimbursables, for architectural and urban design services relating to the proposed Griffin Road corridor overlay zoning district, without going out to bid. Town policy requires Council approval for expenditures exceeding \$10,000. Section 287.055, F.S, would exempt such a professional service contract from competitive negotiation requirements.

Staff prefers to use the services of Dover, Kohl & Associates given their past and present work with the Town which includes Western Theme District and Eastside Neighborhood Special Zoning District. Staff believes their knowledge of the Town will contribute to a superior work product.

Specifically, Dover, Kohl & Associates would prepare architectural concepts, that would apply to properties within the proposed Griffin Road corridor overlay District, for presentation at a workshop. The consultant would then refine the two (2) concepts which receive the most support for presentation to Council, in order for Council to determine whether it wants to proceed with the development and implementation of an architectural theme.

Should Council direct staff to proceed, the consultant will then prepare the developed concept for inclusion into the Code or an architectural manual, under separate contract. Staff will also need the consultant's services, most likely on an hourly basis, in developing site design criteria for the corridor, which may require use of the remaining consulting services funds available for the Development Services Department this fiscal year. Therefore, staff requests Council approve a continuing services arrangement for the preparation of the Griffin Road corridor overlay district.

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

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA WAIVING FORMAL BIDDING AND ACCEPTING THE BID FROM DOVER, KOHL & PARTNERS AS A SOLE SOURCE SUPPLIER FOR ARCHITECTURAL AND URBAN DESIGN SERVICES PERTAINING TO THE PROPOSED GRIFFIN ROAD CORRIDOR OVERLAY DISTRICT AND AUTHORIZING THE APPROPRIATE OFFICIAL(S) TO EXECUTE AN AGREEMENT FOR SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of professional architectural and urban design services in order to assist the Town staff in developing an overlay zoning district; and

WHEREAS, Dover, Kohl & Partners and its subcontractors have provided extensive architectural and urban design services to the Town and are therefore familiar with the Town, its history and its character; and

WHEREAS, relative to the proposed Griffin Road Corridor overlay zoning district, it is desirable to utilize a consultant with extensive knowledge of the Town; and

WHEREAS, Dover, Kohl & Partners have submitted a bid for two of three phases of the architectural services required, for a fee of \$11,200 plus reimbursables; and

WHEREAS, after review, the Town Council wishes to waive formal bidding and utilize the services of Dover, Kohl & Partners as a sole source supplier for architectural and urban design services pertaining to the proposed Griffin Road overlay zoning district and authorize the appropriate officials to execute an agreement for services ; and

WHEREAS, additional architectural and urban design services will be required in the preparation of the proposed overlay district, and is desirable that Dover, Kohl & Associates serve the Town in a 'continuing services' capacity relative to this project.

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

SECTION 1. The Town Council hereby waives bidding and authorizes the bid from Dover, Kohl & Partners for \$11,200 plus reimbursable expenses and authorizes the appropriate official(s) to execute an agreement for services which is

attached hereto and identified as Attachment "A." Staff may modify this agreement if necessary provided the total cost of services does not increase.

SECTION 2. The Town Council hereby authorizes the expenditure from the Development Services Department Contractual Services Account.

SECTION 3. Additional services to be provided by this consultant for the third phase of the architectural services required, and for other architectural and urban design services relating to the development and periodic updating of the proposed Griffin Road Corridor overlay zoning district shall be under 'continuing contract' as defined by section 287.055, F.S.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999

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

ATTEST:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999

EXHIBIT "A"  
DOVER, KOHL & PARTNERS  
town planning

July 9, 1999

Mark A. Katney, AICP, Director  
Development Services Department  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314-3399

**RE: Agreement to Provide Professional Urban Design and Architectural Design Standard Services**

Dear Mr. Katney:

Thank you for choosing DOVER, KOHL & PARTNERS and CHAEL, COOPER & ASSOCIATES ("Consultant") to provide the Town of Davie ("Client" or "Davie") with professional urban design and architectural design standard services. We are submitting this proposed agreement in duplicate setting forth a scope of services together with a proposed fee and the estimated costs to perform such services.

If you have any questions or wish to further refine our suggested scope of services, please contact us at your earliest convenience. However, if the agreement meets with your approval, we ask that you sign your name in the space provided and return a signed copy to our office. Upon receiving the signed agreement with Davie's payment of the required deposit, we will schedule this project to begin on the first available date.

We look forward to working with your community on another exciting project.

**I. SCOPE AND SCHEDULE**

**A.** Consultant will assist Client with developing architectural standards for the Griffin Road Corridor based on a to be determined architectural theme. Consultant will research and create architectural design standards utilizing a selected theme that will become part of an overlay district developed by the Town staff for the Griffin Road area between University Drive and SR7. Consultant will perform the professional services described in this agreement by working at facilities in the Town of Davie and at our offices in South Miami. We have created a budget based on performing certain tasks and have suggested a work schedule for completing these tasks, as follows:

Town of Davie  
Architectural Standards  
9-Jul-99  
Page 2 of 7

*Workshops and  
community involvement –  
Phase 1*

- Week 1-3** Consultant researches and develops a minimum of three different theme alternatives for feedback at a public Town meeting. Consultant will aid the Town meeting in reducing the alternatives to two architectural themes for additional development.
- Week 4-6** Consultant selects and refines comments from first public meeting and prepares and presents both architectural themes at second public meeting at Town Hall. The Town Council will be present and participate in this workshop. Council will select final theme for future development.

*Town Council  
Presentation -  
Phase II*

- Week 8** Consultant refines comments from second public meeting with Council direction and presents architectural standards with illustrations to the Town Council. The work necessary to generate Code ready documents will be performed under another contract or by Town staff.

B. During the course of this project, certain questions may arise that are beyond the scope of Consultant's professional skills. Consultant and Client mutually agree that if such questions do arise, then Consultant may hire upon Client's approval and at Client's own expense the appropriate sub-consultants having the necessary expertise. Consultant agrees, however, that where there exists a continuing service contract between Client and a required third-party consultant, Client may require Consultant to hire the required consultant under such existing contract.

## II. FINAL WORK PRODUCTS

- A. **Deliverables.** Consultant shall provide Client with the following deliverables as final work products:
1. **Display Boards** containing a collage of photographs showing the chosen architectural theme details and historic buildings. These boards will identify building details in categories that may include doors & windows, roofs, building walls, columns, decorations, etc.

Town of Davis  
 Architectural Standards  
 9-Jul-99  
 Page 3 of 7

2. Perspective Sketches or Diagrams for each architectural standard (as needed) illustrating significant architectural standards features. Each sketch or diagram may be rendered in color or black and white at an appropriate size.

**B. Format of Deliverables.** Consultant shall provide Client with final work products in the following format:

1. Consultant shall print written documents (1 copy only) on paper, as appropriate, and shall also provide a digital copy of such documents in an appropriate format.
2. Consultant shall provide graphic documents, including drawings, diagrams, maps, perspective renderings, or other comparable materials (1 copy only) on paper, as appropriate, and in a digital format suitable for reproduction.
3. Client may request additional copies of deliverables upon payment to Consultant of the actual reproduction cost, plus a fee for additional services at the appropriate billable hourly rate.

### III. FEES AND REIMBURSABLE EXPENSES

**A. Fees.** Professional services described in this proposal will be performed for a fixed fee in the amount of \$11,200.

**B. Reimbursable Expenses.** The above fees do not include travel, parking, food, and lodging, nor other out-of-pocket expenses, such as printing or reproduction costs, film processing, priority or overnight mail, couriers, long distance telephone calls, faxes, or any other costs reasonably related to the professional services we are providing. Such costs are reimbursable by Client and will be separately itemized in invoices. We estimate that reimbursable costs should be \$700.

**C. Terms.** Client shall pay fees and reimbursable costs to Consultant according to the following schedule:

\$ 4,325.00	A <i>non-refundable</i> deposit of twenty-five (25%) percent of the professional fees is due upon execution of the agreement and prior to scheduling work;
\$ 6,875.00	The remaining balance of the professional fees, <i>plus</i> reimbursable costs to date, is due at the conclusion of the second public workshop.
	Reimbursable costs are due upon delivery of the graphic documents to Town staff.
\$ 11,200.00	Total fees, not including reimbursable costs.

Invoices on all past due accounts may be subject to a carrying charge of 1.5% per month.

Town of Davie  
Architectural Standards  
9-Jul-99  
Page 4 of 7

Consultant is unable to guarantee quoted fees and reimbursable costs to Client, unless Consultant receives a duly executed proposal within thirty (30) days of the above date.

Additional work will be billed according to the following hourly rate schedule:

\$175.00	Principals of DKP
100.00	Principals of CCA
80.00	Senior Staff
50.00	Staff
N/A	Design Specialists
1/2 hourly rate	Travel

Consultant and Client mutually agree that additional work not contemplated by this scope of services will require a new proposal or change order and will be separately billed.

#### IV. CHANGES IN THE SCOPE OF WORK

Changes to the scope of services after executing this agreement will invalidate this agreement unless documented by an appropriate Change Order. A Change Order is a written instrument that Consultant prepares and Client signs, in which both parties express their mutual consent to: 1) a change in the scope of work; 2) an adjustment to the total fees, if any; and 3) a change in the schedule, if appropriate.

#### V. DELAY, SUSPENSION, OR TERMINATION OF WORK

If this project is suspended or delayed for any reason after work has already commenced, or if this agreement should become invalid, Consultant may invoice Client for the work performed and the expenses incurred to date. Work performed to date shall be invoiced at Consultant's hourly rates, if such work has been terminated prior to delivery of final work products. Client shall promptly tender payment on such invoice in accordance with the terms of this agreement.

#### VI. BASE INFORMATION

Client must provide to Consultant on a timely basis prior to commencing work the following base information if available:

- *HISTORICAL MAP*, that indicates buildings, streets, corridors, or other areas of historical importance, protected historical buildings, and contributing buildings located within the study area.
- *ANY OTHER RELEVANT DATA*, including pertinent portions of local zoning approvals and previous site studies, traffic studies, infrastructure studies, development programs, historical background, architectural inventory, etc.

If Client is unable to provide any of the above information, Client must immediately contact Consultant to

Town of Davie  
Architectural Standards  
9-Jul-99  
Page 5 of 7

determine whether such information is reasonably necessary and how such information might otherwise be obtained. If Consultant deems such information necessary and Client remains unable to obtain such information, then Consultant may prepare such information at an additional cost to Client pursuant to Section IV., above, and Section VII. A., below, of this agreement.

#### **VII. OWNERSHIP OF DOCUMENTS**

In the course of this project, Consultant will produce work and work products as documentation, including without limitation all drawings, diagrams, illustrations, photographs, renderings, artwork, computer images, guidelines, codes, and written or graphic materials in any format, digital or otherwise, developed or created in the service of Client. Original artwork shall remain property of Victor Dover, Joseph Kohl, Maricé Chael and Thomas Cooper; however, Consultant shall provide to Client a complete set of high-quality reproducible copies. This agreement provides Client with permission to publish final work products, but this permission does not extend to third parties without Consultant's written consent. All reproductions and publications of licensed property must carry the following credit: "Dover, Kohl & Partners, South Miami, Florida and Chael, Cooper & Associates, P.A., South Miami, Florida".

Dover, Kohl & Partners and Chael, Cooper & Associates, P.A. understand that Client is a public agency operating under the laws of the State of Florida and subject to the Public Records Laws, Chapter 119 of the Florida Statutes. As such, Client may be required to comply with all requests for public records.

#### **VIII. MISCELLANEOUS PROVISIONS**

**A. Amendments.** The duties, responsibilities, and limitations on authority of Consultant shall not be restricted, extended, or modified without prior agreement in writing and signed by Client and Consultant.

**B. Assignments.** Client and Consultant, respectively, bind themselves, their partners, legal representatives, successors, and assigns to the other party to this agreement, and to the partners, legal representatives, successors, and assigns of the other party with respect to all covenants, terms, and conditions of this agreement. Neither Client nor Consultant may, without the prior written consent of the other party, assign or transfer to third parties any rights or obligations arising under this agreement.

**C. Indemnification.** Client shall indemnify and hold harmless Consultant from all liability, claims, damages, costs, and expenses, including attorney's fees and court costs, incurred by, demanded, or asserted against the Consultant by third-parties as a result of Consultant's professional services required and provided under this agreement. Client shall provide competent legal counsel to Consultant, at the sole cost and expense of Client, for defending against any and all such claims.

**D. Negligent Acts.** Consultant shall be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against Client and shall be liable for any damages proximately caused by said acts or omissions, including reasonable attorneys fees and costs.

**E. Liability to Third Parties.** Nothing contained in this agreement shall create a contractual relationship with third parties or give rise to a claim for damages at law or in equity in favor of a third

Town of Davie  
Architectural Standards  
9-Jul-99  
Page 6 of 7

party and against Consultant or Client.

**F. Integration.** This agreement constitutes the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations, proposals, or agreements, either written or oral. If one or more provisions contained in this agreement should be deemed invalid, void, or unenforceable, the remaining provisions shall remain valid and enforceable.

**G. Default and Remedies for Default.** Violations of any of the provisions of this agreement, including failure to pay any sum of money when due, shall constitute an act of default. Upon any act of default, the party not defaulting may terminate this agreement and or exercise any and all available remedies at law or in equity.

**H. Notice.** Where this agreement provides that written notice be delivered to either Client or Consultant, then such written notice shall be delivered using the most reasonably expeditious means available, while taking into consideration such factors as expense, delivery time, reliability, and any specific need to verify delivery. Client and Consultant have each designated the following respective addresses as appropriate for receiving such notice:

Client: Mark A. Kutney, AICP, Director  
Development Services Department  
Town of Davie  
6591 Orange Drive,  
Davie, FL 33314-3399

Consultant: Dover, Kohl & Partners  
ATTN: Director of Operations  
5879 Sunset Dr., Suite 1  
South Miami, FL 33143

**I. No Waiver.** The failure of either Client or Consultant to insist upon the performance of any of the terms or conditions of this agreement shall not be construed as a waiver of any subsequent breach of such terms or conditions of this agreement. The acceptance of notice as provided for in this agreement shall not be construed as a waiver of legal notice.

**J. Attorneys' Fees and Costs.** If either Client or Consultant must enforce this agreement by retaining an attorney to commence legal proceedings, then the prevailing party in such proceedings shall be entitled to recover all fees and costs from the non-prevailing party, including reasonable attorneys' fees and related expenses incurred while prosecuting or defending such proceedings at the pre-trial, trial, and appellate levels.

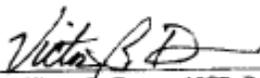
**K. Applicable Law.** This agreement shall be construed in accordance with the laws of the State of Florida and the United States of America.

Town of Davie  
Architectural Standards  
9-Jul-99  
Page 7 of 7

**APPROVED AND ACCEPTED** on this \_\_\_\_\_ day of July, 1999

DOVER, KOHL & PARTNERS

TOWN OF DAVIE

By:   
Victor B. Dover, AICP, President

By: \_\_\_\_\_  
Mark A. Kutney, AICP,  
Development Services Director