



**CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334**

**AGREEMENT FOR DOWNTOWN URBAN PLANNING AND DESIGN SERVICES
TASK 3**

This AGREEMENT, made this ___ day of _____, 2020, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Zyscovich, Inc., hereinafter called "CONSULTANT".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONSULTANT hereby agrees with the OWNER to commence and complete the work described as follows:

Pursuant to City Commission action on November 7, 2018, the City Commission authorized the City to enter into an agreement with Zyscovich Architects for the downtown urban planning and design services (RFQ#022218); and authorized the expenditure for the scope of services attached as Exhibit A.

All terms, conditions and provisions of RFQ #022218 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the CONSULTANT shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

CONSULTANT will invoice the City on a monthly basis for services rendered the previous month. After receipt the City shall notify CONSULTANT within ten (10) days of any discrepancies or disputed items. If the invoice is acceptable, the City agrees to pay CONSULTANT within thirty (30) days of date of invoice.

ARTICLE III

The initial term of this Agreement shall be for a period of 2 years. The City shall have the option to extend the contract for 2 additional 1 year periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the CONSULTANT shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The CONSULTANT shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

CONSULTANT agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the CONSULTANT, or its employees, to protect the CITY and its interests from such actions of the CONSULTANT or sub-CONSULTANTS. CONSULTANT further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with CONSULTANT's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

CONSULTANT shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Renee M Shroul, CMC
City Clerk
City of Oakland Park
3650 NE 12 Avenue
Oakland Park Fl. 33334
954-630-4298
renees@oaklandparkfl.gov**

The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the CONSULTANT of the City's determination concerning the false certification. The CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the CONSULTANT does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the CONSULTANT, I hereby certify that the company identified above in the section entitled "CONSULTANT Name" does not

participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above, approved by the City Commission the _____ day of , 2020.

ATTEST:

CITY:

Renee Shrout, City Clerk

David Hebert, City Manager

(SEAL)

CONSULTANT:

WITNESS (as to CONSULTANT)

CONSULTANT

WITNESS (as to CONSULTANT)

ADDRESS:

PHONE: _____

EXHIBIT A

ZYSCOVICH SCOPE OF WORK

TASK 3 DOWNTOWN

CITY HALL REDEVELOPMENT ANALYSIS

The City of Oakland Park as a part of its CRA Plan is actively working to advance its goal of leveraging real estate assets in the Downtown through public private partnerships to create quality mixed use developments. Prior to engaging in a formal solicitation process for these properties, the City has a past practice of conducting massing studies, site plan, and general design work to ensure that redevelopment on selected site(s) is feasible. This approach not only helps to ascertain the “potential value” to the development community, it sets the tone for what the City is expecting in responses from the development community. The Zyscovich Team will work with the City to provide the best use analysis and develop the conceptual design, site plan, and building envelope for the City Hall site in preparation for the potential issuance of a formal solicitation for a redevelopment partner.

The Zyscovich Team will prepare conceptual design options for the City Hall site that consider development trends and desires of the City such as:

- Mix of Uses
- Optimal height
- Public parking as a public improvement
- Design and character of the building in keeping with the architectural and urban design character-driven elements identified for the district
- Need for the development to be integrated into the larger downtown vision

Zyscovich will meet with City staff to establish the desired program for the project. We anticipate three major design tasks as follows:

Subtask 3.1: Initial Development Considerations

The Zyscovich Team will research current projects and any possible code variances that may have been requested to define potential development incentives and provide architectural references as “mood images”.

Subtask 3.2: Evaluation of Development Scenarios

Zyscovich will conduct simple “in-house” massing analysis of the Site to create viable building block scenarios and provide a conceptual/diagrammatic site plan and relevant building plan(s), building characteristic table, and site development table that outlines, but is not limited to, development aspects of FAR, height, approved use types, number of units and sizing (if applicable), parking requirements and other relevant data.

Subtask 3.3: Visual Package for Marketing Purposes

Once the optimal scenario is selected by City administration, Zyscovich shall create “in-house” renderings of the building to express the architectural vocabulary and character defining the look, feel, and caliber of development acceptable to the

City in a development proposal. Renderings would be included with the Request for Proposal as well as digitally presented by the City when marketing the development of this site. Professional renderings are not included and will be additional services, if needed.

Deliverables: *Renderings and Potential Development Scenarios for City Hall Site to include the following:*

- *At the end of the project, consultant shall deliver a draft of the Site Analysis, for staff and administration review and approval before delivery of any final product.*

ZYSCOVICH ARCHITECTS | TASK 3 DOWNTOWN Scope of Work and Fees Proposal Page 2 of 2

- *Exterior sketch renderings of the proposed site, proposed building envelope with general flooring layout, site plan layout, a presented by the City when marketing the development of this site.*
- *Graphics may be used by the City to market the development, as such, renderings must be of appropriate digital clarity and quality to effectively communicate the quality of the architectural and urban design of the site.*
-

Subtask 3.4: Public Outreach

The analysis and design process for the City Hall Redevelopment shall include conducting a public forum process aimed toward achieving public consensus with regards to the programming and concept design options, and to discuss the phasing options for the project.

Dependent on the City’s approach, Zyscovich assumes there will be up to two (2) Public Meetings and one (1) Commission Meeting. The public meetings will be (1) meeting to confirm site planning and programming; and, (1) meeting to confirm building options and design imagery.

Oakland Park Downtown Urban Planning and Design Services: Scope & Fees						
SUB-TASKS	ZYSCOVICH Staff	BZ	SY	GP	Support	TOTAL
	Billing Rate	\$ 450.00	\$ 330.00	\$ 210.00	\$ 135.00	
TASK 3 DOWNTOWN						
3.1	Initial Development Considerations					
	Research and Programming Considerations	2	4	12	40	58
3.2	Evaluation of Development Scenarios					
	Massing Analysis and Testing of Development Options	2	8	30	64	104
	Conceptual Site Plans; Building Plans; Other	4	8	30	64	106
3.3	Visual Package for Presentations					
	In-House Renderings (a)	2	4	16	42	64
	<i>Deliverables -</i>					
3.4	Public Outreach (b)					
	Public Meetings	2	6	8	12	28
	<i>Deliverables -</i>					
Task 4 Subtotal Hours =		12	30	96	222	360
Task 4 Subtotal Fees =		\$ 5,400.00	\$ 9,900.00	\$ 20,160.00	\$ 29,970.00	\$ 65,430.00

(a) Professional Marketing materials including renderings, models, mockups, professional photography and/or video, and presentation materials requested by the Owner shall be billed as reimbursables expenses.

(b) Assumes (2) two Community Meetings and (1) Commission Meeting.