

THIRD AMENDMENT TO AGREEMENT FOR GENERAL PLANNING SERVICES CONSULTANT

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of ____ 20__, by and

petween:	
	CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, FL 33334 ("City)", and
	ALFRED BENESCH & COMPANY, a corporation authorized to do business in the State of Florida, located at 1000 North Ashley Drive, Suite 400, Tampa, FL 33602 hereinafter "CONSULTANT."
City a	nd CONSULTANT may each be referred to herein as "party" or collectively as "parties".
	REAS, on October 17, 2018, the City entered into an Agreement ("Original Agreement"), RFF General Planning Services Consultant with Tindale-Oliver & Associates, Inc.; and
	REAS, on December 17, 2021, Tindale-Oliver & Associates, Inc., CONSULTANT, merged with hard & Company; and
	REAS, on January 16, 2023, Tindale-Oliver & Associates, Inc. submitted a written request to sent to the assignment of the Original Agreement to CONSULTANT ("Exhibit A"); and

WHEREAS, the initial term of the Original Agreement was for three (3) years and the Original Agreement expired on October 16, 2021; and

consents to the assignment of the Original Agreement; and

WHEREAS, the City desires to contract with Alfred Benesch & Company, CONSULTANT, and

WHEREAS, the Original Agreement provided for an option to renew for two (2) additional 2-year periods, subject to the mutual written consent of the Parties; and

WHEREAS, on October 6, 2021, via Resolution R-2021-128, the City exercised the first 2-year renewal option for the period October 17, 2021, through October 16, 2023; and

WHEREAS, the City is satisfied with the CONSULTANT's performance pursuant to the Original Agreement, and the Parties seek to renew the Original Agreement for the second and final 2-year renewal period, effective October 17, 2023, through October 16, 2025; and to adopt the CONSULTANT'S current professional service rates, attached hereto as "Exhibit B", and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

WHEREAS, the Parties agree that all original terms & conditions and price remains the same as in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

- <u>Section 2.</u> The Original Agreement is hereby renewed for the second and final 2-year term which shall commence on October 17, 2023, and terminate on October 16, 2025.
- <u>Section 3.</u> <u>Scrutinized Companies.</u> CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 3.3 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.4 Is engaged in business operations in Syria.

<u>Section 4.</u> <u>E-Verify.</u> CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

- 4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONSULTANT or consultant.
- 4.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 4.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
- 4.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CITY OF OAKLAND PARK. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY OF OAKLAND PARK; and
- 4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 5. Florida Public Records Requirement

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

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- B. 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;
- C. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law; and,
- D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
ReneeS@oaklandparkfl.gov

Section 6. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF OAKLAND PARK:

City Manager

ATTEST:

City Clerk

WITNESSED BY:	The state of the s	CONTRACTOR: ALFRED BENESCH & COMPANY BY: Welliam & BY: Title: TR. VICE PREST
CHRISTINA M. GOMEZ Notary Public State of Florida Comm# HH24786NOTAR Expires 3/31/2026 Personally	er, 2023, by: William Name of No. 20	ed before me this 18th day of L. Ball f person making statement Sting M. Lomes of Notary Public - State of Florida Sting M. Gomez Notary Typed, Printed, or Stamped roduced Identification

Exhibit "A" to Third Amendment to Agreement



SECOND AMENDMENT TO AGREEMENT FOR

GENERAL PLANNING SERVICES CONSULTANT INCLUDING ASSIGNMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 5 day of 2023 by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, FL 33334 ("City)",

and

ALFRED BENESCH & COMPANY, a corporation authorized to do business in the State of Florida, located at 1000 North Ashley Drive, Suite 400, Tampa, FL 33602 hereinafter "CONSULTANT."

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on October 17, 2018, the City entered into an Agreement ("Original Agreement"), RFP #030218, for General Planning Services Consultant with Tindale-Oliver & Associates, Inc.

WHEREAS, on December 17, 2021, Tindale-Oliver & Associates, Inc., CONSULTANT, merged with Alfred Benesch & Company; and

WHEREAS, on January 16, 2023, Tindale-Oliver & Associates, Inc. submitted a written request to the City to consent to the assignment of the Original Agreement to CONSULTANT ("Exhibit A"); and

WHEREAS, the City desires to contract with Alfred Benesch & Company, CONSULTANT, and consents to the assignment of the Original Agreement; and

WHEREAS, the initial term of the Original Agreement was for three (3) years and the Original Agreement expired on October 16, 2021; and

WHEREAS, the Original Agreement provided for an option to renew for two (2) additional 2-year periods, subject to the mutual written consent of the Parties; and

WHEREAS, on October 6, 2021 the City exercised the first renewal period which commenced on October 17, 2021, and terminate on October 16, 2023; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

WHEREAS, the Parties agree that all original terms & conditions and price remains the same as in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
- <u>Section 2.</u> <u>Scrutinized Companies.</u> CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 2.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 2.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 2.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 2.2.2 Is engaged in business operations in Syria.
- <u>Section 3.</u> <u>E-Verify.</u> CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.
 - 3.1 Definitions for this Section:
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exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONSULTANT or consultant.

- 3.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
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3.2 Registration Requirement; Termination:

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- 3.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
- 3.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CITY OF OAKLAND PARK. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY OF OAKLAND PARK; and
- 3.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 4. Florida Public Records Requirement

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A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

- B. 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;
- C. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law; and,
- D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
ReneeS@oaklandparkfl.gov

Section 5. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF OAKLAND PARK:

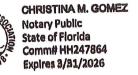
ALFRED BENESCH & COMPANY

CONTRACTOR:

BY: Fol	Red & Com	BY: William Salar Senior Vice Presi	ident
		ad subscribed before me this 1st day of	
		William L. Ball, AICP Name of person making stylement Signature of Notary Fublic - State of Florida Christina M. Gomez Name of Notary Typed, Printed, or Stamped	
	Personally Known X	OR Produced Identification	

Type of Identification Produced

WITNESSED BY:



"Exhibit A"





Alfred Benesch & Company 1000 N. Ashley Dr., Suite 400 Tampa, FL 33602 www.benesch.com P 813-224-8862

July 19, 2022

Renee M. Shrout, CMC City of Oakland Park 3650 NE 12 Avenue Oakland Park, FL 33334

RE: Assignment of City of Oakland Park Agreement for General Planning Services Consultant, dated October 17, 2018

Dear Ms. Shrout:

On December 17, 2021, Tindale-Oliver & Associates, Inc. (Tindale Oliver) merged with Alfred Benesch & Company (Benesch), an engineering and professional services company based in Chicago, Illinois. This merger provides an opportunity to provide clients with expanded services and additional capacity — drawing from a network of over 830 engineers, planners, landscape architects and other professional staff. Tindale Oliver and Benesch are culturally aligned, sharing a commitment to quality work and responsive client service.

As you are aware, we have an Agreement for General Planning Services Consultant with City of Oakland, dated October 17, 2018. While a merger is not technically an assignment or transfer, the corporate entity of Tindale Oliver will cease to exist and the contract between us will now be performed by a division of Benesch, which consists of the former Tindale Oliver and its staff. Regardless of this merger, the staff members currently working on your project will continue to provide you with the same high level of service that you have been receiving.

All Terms and Conditions of the Agreement, and information or data that Tindale Oliver was obligated to provide under the Agreement will become the same legal obligation for Benesch.

We look forward to collaborating with you on projects associated with this Agreement and on future projects. Please acknowledge your approval of the assignment of the above referenced Agreement from Tindale Oliver to Benesch, by providing authorized signature below and returning this to us. If you prefer to use your own assignment form, please send it to us for our review and execution.

Submitted by:

Acknowledged and Approved By:

Tindale-Oliver & Associates, Inc.

City of Oakland Park

Senior Vice President

Tindale Oliver Officer Signature / Title

Title:



Exhibit "B" to Third Amendment to Agreement

August 31, 2023

Kerri Anne Fisher
Purchasing Manager
Purchasing Division
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

RE: Alfred Benesch & Company – Loaded Billing Rates

Dear Ms. Fisher:

As requested, attached are the current loaded billing rates for Alfred Benesch & Company. We appreciate the opportunity to continue to serve the City of Oakland Park. Please contact me with any questions or require additional information.

Sincerely,

William Ball, AICP

Senior Vice President, Florida Division Manager



Benesch Standard Billing Rates - Summer 2023

Engineering	Hourly
Classifications	Rate*
Chief Engineer 1	\$272.00
Senior Engineer 2	\$204.00
Senior Engineer 1	\$239.00
Engineer 2	\$168.00
Engineer 1	\$134.00
Senior Designer	\$123.00
Senior Engineering	
Technician	\$119.00
Engineering Intern	\$107.00
Engineering Technician	\$107.00
Technician Aid	\$82.00
Planner Classifications	
Chief Planner	\$259.00
Senior Planner	\$171.00
Project Planner	\$131.00
Planner	\$106.00
Specialists	
Senior Computer	
Programmer	\$221.00
Clerical	
Secretary/Clerical	\$90.00

Willian Float

Lauren Pruss

From:

Ball, Bill <BBall@benesch.com>

Sent:

Monday, August 21, 2023 1:19 PM

To:

Lauren Pruss

Cc:

Bengochea, Lucy; Melissa Alvarado; Gomez, Christina; Kerri Fisher

Subject:

RE: Extension of Continuing General Planning Consulting Services Agreement - Benesch

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Lauren,

Yes, the existing terms are fine. Christina also sent an updated COI. Let us know if you need anything else.

-Bill

Bill Ball, AICP

Florida Division Manager | Senior Vice President

bball@benesch.com

direct: 813-825-1105 mobile: 813-748-9190 office: 813-224-8862



From: Lauren Pruss < lauren.pruss@oaklandparkfl.gov>

Sent: Monday, August 21, 2023 11:19 AM

To: Ball, Bill <BBall@benesch.com>

Cc: Bengochea, Lucy <LBengochea@benesch.com>; Melissa Alvarado <melissaa@oaklandparkfl.gov>; Gomez, Christina

<cgomez@benesch.com>; Kerri Fisher <kerri.fisher@OAKLANDPARKFL.GOV>

Subject: RE: Extension of Continuing General Planning Consulting Services Agreement - Benesch

Bill,

The terms of the assignment are still acceptable? No changes for the 2 year agreement?

We will need you to send us a current copy of your certificate of insurance with the City named as additional insured.

Thanks, Lauren

From: Ball, Bill < BBall@benesch.com > Sent: Monday, August 21, 2023 8:08 AM

To: Lauren Pruss < lauren.pruss@oaklandparkfl.gov >

Cc: Bengochea, Lucy <<u>LBengochea@benesch.com</u>>; Melissa Alvarado <<u>melissaa@oaklandparkfl.gov</u>>; Gomez, Christina

<cgomez@benesch.com>

Subject: RE: Extension of Continuing General Planning Consulting Services Agreement - Benesch

CAUTION: This email originated from outside of the City of Oakland Park. DO NOT click links or open attachments unless you are expecting the information and recognize the sender.

Good Morning,

We accept the terms and conditions of the renewal. Please confirm whether I need to do anything else.

Thank you.

-Bill

Bill Ball, AICP

Florida Division Manager | Senior Vice President

bball@benesch.com

direct: 813-825-1105 mobile: 813-748-9190 office: 813-224-8862



From: Lauren Pruss < lauren.pruss@oaklandparkfl.gov >

Sent: Friday, August 18, 2023 4:27 PM To: Ball, Bill < Ball@benesch.com>

Cc: Bengochea, Lucy <LBengochea@benesch.com>; Melissa Alvarado <melissaa@oaklandparkfl.gov>

Subject: Extension of Continuing General Planning Consulting Services Agreement - Benesch

Good Afternoon Mr. Ball,

Please find the attached letter requesting Benesch consider the City of Oakland Park's interest in extending the current agreement for Continuing General Planning Consulting Services. The original RFP and additional information is also attached.

Thank you for your consideration of this request.

Sincerely,



Lauren Pruss, AICP

Assistant Director – Planning and Zoning Community and Economic Development Department City of Oakland Park 5399 North Dixie Highway, Suite 3 Oakland Park, Florida 33334 954-630-4425

lauren.pruss@oaklandparkfl.gov

[oaklandparkfl.gov]

[protection.greathorn.com] [protection.greathorn.com]

[protection.greathorn.com]



Please Note: Florida has very broad public records law. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may, therefore, be subject to public disclosure. The comments and opinions expressed herein are those of the author of this message and may not reflect the policies of the City of Oakland Park City Commissioners.

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