



City of Pembroke Pines

**SECOND AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF PEMBROKE PINES AND  
ARCHITECTS DESIGN GROUP / ADG, INC.**

**THIS AMENDMENT ("Second Amendment")**, dated December 20, 2022, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**ARCHITECTS DESIGN GROUP / ADG, INC.**, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **333 N Knowles Avenue, Winter Park, FL 32789** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **October 25, 2017**, the Parties entered into the Agreement for Professional Services ("Original Agreement") for an initial period not to exceed **two (2) years and nine (9) months** from issuance of CITY's Notice to Proceed; and,

**WHEREAS**, on **June 15, 2022**, the Parties executed the First Amendment to the Original Agreement to revise the scope of work, to increase the compensation, and extend the term for completion to 45 calendar days from issuance of CITY's Notice to Proceed for the revised scope of services described in Exhibit "A-1"; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to amend the scope of services and compensation to allow for a structural assessment, as set forth in this Second Amendment.

**W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** Any language contained in this Second Amendment, or any subsequent



*City of Pembroke Pines*

amendment, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

**SECTION 3.** Article 2 of the Original Agreement entitled “Services and Responsibilities”, is hereby revised and amended to include Section 2.1.2 as set forth below:

“2.1.2 Notwithstanding the foregoing, CONSULTANT shall perform the revised scope of services for Phase I as more particularly described in Exhibit “A-2” attached to the Second Amendment to the Agreement.”

**SECTION 4.** Article 3 of the Original Agreement entitled “Time for Performance”, is hereby revised and amended as set forth below:

“CONSULTANT shall perform the services identified in Article 2 within the time frame set forth in the Project Schedule attached as Exhibit "G", and incorporated herein by reference. Notwithstanding the foregoing, the revised scope of work for Phase I more particularly described in Exhibit “A-1” attached to the First Amendment to this Agreement, shall be completed by CONSULTANT within forty-five (45) calendar days from issuance of CITY’s Notice to Proceed. Notwithstanding the foregoing, the additional scope of work for Phase I more particularly described in Exhibit “A-2” attached to the Second Amendment to this Agreement, shall be completed by CONSULTANT within fifty-six (56) calendar days from issuance of CITY’s Notice to Proceed. Minor adjustments to the timetable for completion approved by City Manager in advance, in writing, will not constitute non-performance by CONSULTANT per this Agreement.”

**SECTION 5.** Article 4 of the Original Agreement entitled “Compensation and Method of Payment” is hereby revised and amended to include Section 4.1.2 as set forth below:

“4.1.2 Notwithstanding the forgoing, the compensation for the additional scope of work to be performed by CONSULTANT for Phase I more particularly described in Exhibit “A-2” attached to the Second Amendment to this Agreement, shall not exceed **FORTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$43,250.00)**. The hourly rates more particularly described in Exhibit “A-2” shall take effect upon execution of the Second Amendment.”

**SECTION 5. Scrutinized Companies.** 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 is 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:

5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into



## City of Pembroke Pines

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

5.2 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:

5.2.1 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

5.2.2 Is engaged in business operations in Syria.

**SECTION 6. Employment Eligibility.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

### 6.1 **Definitions for this Section.**

6.1.1 “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, a vendor or consultant.

6.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.3 “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.

6.1.4 “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.

6.2 **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:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. 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 Pembroke Pines; and



6.2.3 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 7.** In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 8.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 9.** Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

**SECTION 10.** Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

**SECTION 11.** This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

**ATTEST:**

DocuSigned by:  
*Marlene D. Graham*  
E858EEE04EEF4F3...  
MARLENE D. GRAHAM, CITY CLERK  
December 20, 2022

BY: *Frank C. Ortis*  
MAYOR FRANK C. ORTIS

**APPROVED AS TO FORM:**

DocuSigned by:  
*Jacob Horowitz*  
A563A1DDEFD5417...  
Print Name: Jacob Horowitz  
OFFICE OF THE CITY ATTORNEY

DocuSigned by:  
*Charles F. Dodge*  
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER

**CONSULTANT:**

ARCHITECTS DESIGN GROUP / ADG, INC.

DocuSigned by:  
Signed By: *Ian Reeves*  
F4B66B9A315546E...  
Printed Name: Ian A. Reeves, AIA  
Title: President



# Architects Design Group

AR94944

November 1, 2022

**Mr. Charles F. Dodge**  
**City Manager**  
**City of Pembroke Pines**  
601 City Center Way  
Pembroke Pines, FL 33025

**RE: Pembroke Pines Police Department Design-Build Criteria Package**  
**Professional Services Proposal: Existing Facilities Structural Assessment**  
**995-1.21**

Dear Mr. Dodge:

Architects Design Group / ADG Inc. respectfully submits for your review the following proposal to conduct a structural code assessment for the existing Pembroke Pines Police Department Headquarters and the adjacent Pembroke Pines Fire Department facilities. The proposal is based on our discussions during our meeting on October 6, 2022, and our subsequent meetings with the PPPD team.

The attached proposal from our Structural Engineering consultant, Thornton Tomasetti, outlines the specific tasks which will be provided as it relates to the structural integrity of the existing buildings, the code requirements from when they were originally developed in comparison to the current State of Florida Building Code for an "Essential Facility", and the updated requirements. This effort is being proposed to provide the city with pertinent information as it considers the merits of the continued use of the existing structures for the city's first responders.

The subconsultant fee for the assessment is \$37,500.00 plus reimbursable expenses. An administrative fee of 10%, or \$3,750.00 is also required to procure and manage these services for a total proposed fee of \$41,250.00 plus reimbursable expenses with a not to exceed anticipated value of \$2,000.00. We are available to review the proposal at your convenience and appreciate the opportunity to continue our relationship with the city on this important project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ian A. Reeves', is written over a circular blue stamp or seal.

**Ian A. Reeves, AIA, IALEP**  
**President**

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333 N. Knowles Ave | Winter Park, FL 32789 | 407.647.1706

325 N. St. Paul Street, Suite 4250 | Dallas, TX 75201 | 469.501.5540

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adg@adgusa.org • www.adgusa.org

**Thornton Tomasetti**

October 27, 2022

Mr. Ian Reeves, AIA, IALEP  
President  
Architects Design Group  
Winter Park, Florida

**RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
PEMBROKE PINES POLICE & FIRE STATION, PEMBROKE PINES, FL**

*Via email: [IANR@ADGUSA.ORG](mailto:IANR@ADGUSA.ORG)*

Dear Ian,

Based on emails from you and structural drawings by Lavrich & Associates, dated 05/04/90; Thornton Tomasetti, Inc. (TT) is pleased to submit this Proposal to provide Structural Engineering Services for the above noted project.

## **I. PROJECT DESCRIPTION**

We understand this Project consists of an existing two-story fire station and four-story police station.

Thornton Tomasetti works as an integrated firm in which expertise across all our offices and practices can be brought to bear on the evaluation, design and construction of a project of any type, scale or complexity. As illustrated in Exhibit B – Thornton Tomasetti's Capabilities and Services, which summarizes our six practices; Thornton Tomasetti is uniquely qualified to assist the team in achieving its goals.

## **II. SCOPE OF SERVICES**

Our Scope of Services for this Project is summarized below.

Phase I: TT will perform a walk-thru inspection and assessment of the visible components of the existing buildings. Then TT will perform a code review utilizing the current building code and employ this in a review of the existing structural drawings. TT will also perform a structural analysis of the structural components that are clearly defined on the existing drawings. We will create a simple letter report identifying those elements and their capacity based on loads and requirements under the current building code and general recommendations.

## **III. FEES**

A.	Phase I:	Lump Sum	\$37,500
B.	Expenses		

# Thornton Tomasetti

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
PEMBROKE PINES POLICE & FIRE STATION, PEMBROKE PINES, FL  
October 27, 2022

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The following expenses are in addition to the Basic Fee and will be billed to the Client at our cost:

1. Mileage expenses, printing, courier service, and express mail.
2. Deliverables and reviewed submittals will be transferred via electronic means whenever possible. Plotting and reproductions requests by Client or Owner will be electronically forwarded to an outside reproduction facility, and the cost will be charged to the Client.
3. Fees and expenses for securing approvals of governing authorities having jurisdiction over the Project.
4. Consultants, physical models, 3-dimensional flythrough and special presentation materials.

C. Payment

TT will invoice the Client on a monthly cycle for fees and expenses. Payments will be due from the Client to TT within 30 days of the invoice date.

## IV. CLIENT AND OWNER RESPONSIBILITY

To facilitate the seamless progression of the Project, TT's proposal is based on the assumption that the Client will be responsible for the following information:

- A. The Client to provide reports, drawings and topography survey results of existing conditions. Provide all applicable available existing drawings, specifications, shop drawings, photographs, materials submittals and other building data.
- B. The Client to provide copies of letters and memoranda pertaining to the work of the design and construction consultants, multi-discipline design drawings, specifications and other data as necessary to perform our services.
- C. The Owner to provide access to the Project to the extent required to perform our structural engineering services.

It is understood that TT has the right to rely on the accuracy and completeness of data and information furnished to TT.

## V. ADDITIONAL SERVICES

While TT is capable of performing many of the following services, they are **not** included in the proposed Scope of Services and are **not** included in the Basic Fee. TT may be contracted to perform the following additional services.



# Thornton Tomasetti

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
PEMBROKE PINES POLICE & FIRE STATION, PEMBROKE PINES, FL  
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- A. Providing any strengthening or repair details.
- B. Addressing future facilities, systems, and equipment and tenant modifications that are not identified in the scope of work.
- C. Addressing existing conditions at the Project site and the adjacent sites not identified to TT prior to this proposal.
- D. Accommodating significant scope changes including, but not limited to, difference in the Project scope, area, cost, schedule, or delivery method, and revisions to architectural and/or MEP components that affect the structural system.
- E. Providing full-time observation of the structural work or any Special or Threshold Inspections.
- F. Time and expenses related to serving as an expert witness or consultant in connection with any public or private hearing, arbitration, or legal proceeding.
- G. Revisions to work that have already been completed and approved.
- H. Design and/or analysis with respect to blast, structural hardening or progressive collapse.
- I. Building Information Models for contractor's use may be provided for the fees and conditions of use as mutually agreed upon at later date.

## VI. ASSUMPTIONS AND LIMITATIONS

- A. Pursuant to Section 558.0035 F.S., an individual employee or agent of consultant (TT) may not be held individually liable for negligence arising out of or related to this agreement and the services provided (increased font size per Florida Statute).

Right to Stop Work: If payment is not received by TT on the due date listed on each invoice, and if such default continues for 20 days, TT may elect to stop work until all amounts owed are received.

## ~~VII. TERMS AND CONDITIONS~~

~~Thornton Tomasetti, Inc. Standard Conditions for Investigation and/or Design Services are attached hereto and made a part of this Proposal.~~

# Thornton Tomasetti

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
PEMBROKE PINES POLICE & FIRE STATION, PEMBROKE PINES, FL  
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Upon authorization to proceed, unless notified otherwise in writing, we will provide our services under the terms of this Proposal.

TT reserves the right to revise the terms of this Proposal if a notice to proceed has not been received within three months of the date of this Proposal.

We look forward to your favorable response and an opportunity to provide our services. Please call if you have any questions. If the above meets with your agreement, kindly sign and return one copy of this letter agreement, keeping one for your records.

Very truly yours,

**ACCEPTED BY:**

**THORNTON TOMASETTI, INC.**



Derek A. Wassink, P.E., R.A., S.I., STS2  
Associate Principal

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DW/jl

Enclosure

**Thornton Tomasetti**

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
 PEMBROKE PINES POLICE & FIRE STATION, PEMBROKE PINES, FL  
 October 27, 2022

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**FORT LAUDERDALE OFFICE  
 2022 HOURLY RATES**

TITLE	HOURLY RATE
SENIOR VICE PRESIDENT/PRINCIPAL	\$385.00
VICE PRESIDENT	\$365.00
SENIOR ASSOCIATE	\$310.00
ASSOCIATE	\$295.00
SENIOR PROJECT ENGINEER/DIRECTOR	\$265.00
PROJECT ENGINEER/DIRECTOR	\$255.00
BUILDING INFORMATION MODELER	\$200.00
SENIOR ENGINEER/ARCHITECT/DESIGNER	\$225.00
ENGINEER/ARCHITECT/DESIGNER	\$205.00
AUTHORIZED INSPECTORS REPRESENTATIVE	\$108.00
ADMINISTRATIVE SUPPORT STAFF	\$120.00

NOTES: (1) RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2022 AND WILL BE INCREASED 5% IN EACH SUCCESSIVE YEAR.

**Thornton Tomasetti****Thornton Tomasetti, Inc. (TT)  
Standard Conditions for Investigation and/or Design Services ("Standard Conditions")**

- (1) ~~These Standard Conditions (including any Project-Specific conditions attached hereto), together with the TT proposal (and any written amendments thereto, including Additional Services) (collectively "Proposal") to which they are attached or in which they are incorporated by reference, shall form the Agreement between the parties. The services TT is required to perform shall be referred to as "TT's Scope of Services" or "Services". TT's Scope of Services shall be limited to those services specifically set forth in the Proposal. The "Project" is the facility, improvements and/or building described in the Proposal or if there is no such description then it shall be the facility, improvements and/or building to which TT's Scope of Services applies.~~
- (2) ~~TT will perform its services in accordance with the standards of professional skill and care ordinarily exercised by other design firms performing the same services, in the same locale, acting under similar circumstances and conditions ("Standard of Care"). Notwithstanding anything in this Agreement to the contrary and subject to Paragraphs 14, 15, 16 and 17, TT shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, TT. If TT is considered to be liable jointly with any third parties, the portion of damages payable by TT shall be limited to the portion of liability which is attributable to TT's breach of the Standard of Care on a comparative fault basis. Client acknowledges that TT's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or TT.~~
- (3) ~~TT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form in connection with the Project, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.~~
- (4) ~~Notwithstanding any other provision of this Agreement or any other agreement entered into by TT with respect to the Project, TT shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by TT.~~
- (5) ~~TT shall be deemed the author and owner of all instruments of service, including all of the reports, drawings, specifications and other documents prepared by it and its consultants (collectively "TT Documents"). TT (or its consultants) shall retain all common law, statutory and other reserved rights, including copyrights in TT Documents, whether the project for which they are made is executed or not. Contingent on the Client's full and timely payment of all sums due under this Agreement, TT grants Client a non-exclusive license to use the final and complete versions of TT Documents solely and exclusively for purposes set forth in the Proposal including, if the TT Documents are intended to be, and are identified as, "for construction" the constructing, using and maintaining, but not for altering, extending or adding to, the Project. The forgoing license does not extend to any CADD files or 3D model created by TT, unless expressly set forth in the Proposal. If TT Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph 5 permits the Client to authorize the contractor and subcontractors and material or equipment suppliers to reproduce applicable portions of TT Documents solely and exclusively for use in performing their services or construction for the Project. TT Documents shall only be used for their intended purpose, as defined in the TT Documents (or a transmittal document accompanying them) and in the Proposal. TT Documents are not to be used on other projects, for alternations, extensions or additions to this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to TT. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the TT License for Use of Electronic Files and 3D Models.~~
- (6) ~~The review of contractor submittals (for example, shop drawings or project samples) is not included in TT's Scope of Services unless specifically set forth in the Proposal. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by TT (or by others if so set forth in the Proposal) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. TT's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. TT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, TT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by TT.~~

- (7) ~~Neither site visits for any purpose nor the observation by TT of any contractor's work are included in TT's Scope of Services unless specifically set forth in the Proposal. If TT is engaged to visit the site and conduct observations of a contractor's work, TT shall provide such services at the intervals agreed with Client in writing (including if agreed with Client in writing on a full-time basis) (or if no such interval is agreed upon in writing, then at such intervals as TT deems appropriate), subject to any limitations on the number of such visits set forth in Proposal. The purpose of such observations is to become generally familiar with the progress and quality of the construction work designed by TT or described in the drawings, specifications or other documents specifically identified in the Proposal and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. TT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, TT shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor. The furnishing of such observation services either periodically or on a full-time basis shall be subject to Paragraph 4 above and TT shall not be responsible for, the acts or omissions of the contractors, subcontractors, or any other persons performing any of the construction work or for the failure of the contractor, subcontractors or any other persons performing any work to carry out their work in accordance with their contractual obligation or other applicable documents. If TT's Scope of Services includes providing such observation services on a full-time basis, TT shall endeavor to provide further protection for the Client against defects and deficiencies in the observed work of such contractor, but the furnishing of such full-time services shall not modify the rights, responsibilities or obligations of TT as described elsewhere in this Agreement, including this paragraph.~~
- (8) ~~The review and/or certification of the amounts due any contractor are not included in TT's Scope of Services unless specifically set forth in the Proposal. If such services are included in TT's Scope of Service, TT's review and/or certification and/or recommendation of any application for payment submitted by any contractor shall only constitute a representation to Client that, based on: (1) TT's observation of the construction work for which it prepared drawings and/or specifications or for which it has agreed in the TT's Scope of Services to review applications for payment by a contractor; (2) observations as set forth in Paragraph 7; and (3) the data comprising the contractor's request/application for payment, to the best of TT's knowledge, information and belief, such construction work has progressed to the point indicated in the application and that the quality of such construction work is in accordance with the applicable drawings, specifications or other documents. The foregoing representations are subject to: (i) an evaluation of such construction work for conformance with the applicable drawings, specifications and other documents upon substantial completion; (ii) results of subsequent tests and inspections; (iii) correction of minor deviations from the applicable drawings, specifications and other documents prior to completion; and (iv) specific qualifications expressed by TT. The issuance of any recommendation or certification for payment shall not be a representation that TT has: (A) made exhaustive or continuous on-site inspections to check the quality or quantity of such construction work; (B) reviewed construction means, methods, techniques, sequences or procedures; (C) reviewed copies of requisitions received from contractors or subcontractors and material suppliers and other data requested to substantiate the contractor's or subcontractor's right to payment; or (D) ascertained how or for what purpose the contractor or subcontractor has used money previously paid on account of the amounts due under any contract.~~
- (9) ~~Payment to TT for Services rendered and reimbursable expenses incurred shall be due not more than thirty days after the date of the invoice submitted by TT, unless other terms are set forth in the Proposal. In the event that the Client disputes any items billed in an invoice, the Client shall notify TT within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and TT shall be entitled, upon seven (7) days written notice to client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid. Furthermore, in the event that Client's obligation to make payment to TT is contingent on Client's receipt of payment from any individual or entity, TT shall, notwithstanding such non-payment, be entitled to suspend its performance if TT does not receive payment within thirty days of submission of its invoice to Client. Any past due payments shall accrue interest at the rate of one percent (1%) per month or part thereof, unless prohibited by law in which case interest at the maximum rate allowed by law (if any) shall accrue. TT shall be entitled to recover any and all costs incurred, including attorneys' fees, ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law.~~
- (10) ~~If TT is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, TT shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached agreement.~~
- (11) ~~If the project is suspended or abandoned in whole or in part for more than three months, TT shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. TT shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the provisions set forth in this Agreement, together with all reasonable termination costs and expenses.~~

- (12) ~~The parties agree that if Client makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudged a bankrupt or insolvent, files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, files any answer admitting or not contesting the material allegations of a petition filed against Client in any such proceeding, or seeks, consents to, or acquiesces in, the appointment of any trustee, receiver, custodian or liquidator of Client or of all or any substantial part of the properties of Client, or if Client, its directors, partners, members, or shareholders, takes action to dissolve or liquidate Client, the Client shall be in default of this Agreement and TT may terminate for cause or, at TT's option, suspend performance of its obligations under this Agreement.~~
- (13) ~~To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify TT and its consultants, and each of their owners, directors, officers and employees and any of their heirs, successors and assigns (collectively "TT Parties"), from and against any and all claims, suits, demands, damages, losses, judgments, payments, awards, costs and expenses (including attorneys' fees and other costs of investigation and defense) (collectively "Claims") arising, in whole or in part, out of: i) the negligence of Client or any of its partners or employees in connection with the Project; ii) any contractor(s)' negligence or breach of contract in connection with the Project or performing any work and/or supplying any materials; or iii) the negligence of any other party relative to the Project, except that, TT shall not be indemnified with respect to damages, losses, judgments and/or expenses to the extent they are caused solely by the negligence of, or breach of the Standard of Care by, TT or its consultants or any of their owners, directors, officers or employees. In addition, the Client shall hold harmless, defend and indemnify TT Parties, from and against any and all Claims arising, in whole or in part, out of: i) the use of the "fast-track" delivery method for the Project; and/or ii) the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.~~
- (14) ~~The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by TT or responsible for any other activities relating to TT's services, to hold harmless, indemnify and defend TT Parties, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, TT Parties as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide TT with a Certificate of Insurance so naming TT as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.~~
- (15) ~~Notwithstanding anything to the contrary provided for in this Agreement, to the extent permitted by law, it is specifically understood and agreed that there shall be no personal liability on the part of the owners, directors, officers, members, shareholders or employees of TT or any of its affiliates or its successors and assigns with respect to the Services or any of the terms, covenants, obligations and conditions of this Agreement.~~
- (16) ~~Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither TT nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the Services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.~~
- (17) ~~It is expressly understood and agreed that, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the aggregate total of TT's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by TT for Services rendered on the project.~~
- (18) ~~The foregoing conditions are incorporated into any agreement under which services are to be performed by TT for the Client in connection with the Project. If any of the Standard Conditions or any portions thereof are adjudged null and void, it is agreed that the remaining Standard Conditions shall remain intact and be given full force and effect. These Standard Conditions shall not be construed to indemnify TT for its own negligence, if not permitted by law, or to provide for any indemnification which would, as a result thereof, make the provisions of these Standard Conditions void, or to eliminate or reduce any other indemnification or right which TT has by law.~~

# Thornton Tomasetti

## Project-Specific Conditions

The following conditions are incorporated into any Proposal to which they are attached.

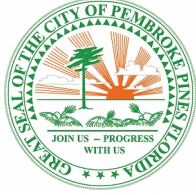
**Project-Specific Condition 1 – Opinions of Construction Cost.** ~~The preparation and/or evaluation of any project budget and/or any estimates of construction cost are not included in TT's Scope of Services unless specifically set forth in the Proposal. If such services are to be provided, they represent TT's judgment, exercised in accordance with the Standard of Care, as a design professional familiar with the construction industry. It is recognized, however, that TT does not have control over the cost of labor, materials, or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market fluctuations or negotiating conditions. Accordingly, TT cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the Client or Owner, if any, or from any statement of probable construction cost or other cost estimate or evaluation prepared by TT.~~

**Project-Specific Condition 2 – Fast-Track Schedule Disclaimer.** ~~If the Project is designed, bid and constructed according to a "fast track" schedule, the following provision shall apply. The parties acknowledge that the use of "fast-track" project delivery methods in which the sequencing of design and construction activities enables some portions of the Project to begin before the design is completed on other portions of the Project can adversely impact the overall coordination and completion of each subsequent portion of the Project at the time of its design and construction, can require subsequent revision to the drawings, specifications and other construction related documents depicting such subsequent portions to achieve their overall coordination and completion and can require corresponding change orders or construction change directives (or their equivalent) that may affect the cost of the construction of the Project. None of the foregoing acknowledgments affect TT's responsibility to meet the Standard of Care; however, such acknowledgments do indicate the parties' agreement that additional costs arising from such subsequent revisions or corresponding change orders or construction change directives (or their equivalent) are a possible consequence of this project delivery method and do not in and of themselves constitute a breach of the Standard of Care. In consideration of the benefits to the Client and the Owner of employing the "fast track" process, the Client hereby agrees to waive all Claims against TT Parties for design changes and for modifications made by contractor to portions of the construction work already constructed due to the Client's decision to employ the "fast track" process and related coordination issues. The Client hereby agrees to compensate TT for all Additional Services required to provide any services performed to modify portions of the construction work already constructed, to modify, correct or adjust the drawings, specifications and other documents prepared by it and to coordinate such documents in order to meet the Client's program requirements because of the Client's decision to construct the Project in a "fast track" manner.~~

**Project-Specific Condition 3 – Waivers of Liability and Indemnification Agreements Regarding Access to Premises and Use of Ladders, Scaffolds, Equipment.** ~~If in connection with the Services, TT is required to access buildings, property, facilities or equipment, such as scaffolding, lifts, platforms or ladders, owned and/or controlled by other individuals or entities including the Client or a contractor (collectively "Access"), Client shall, at its expense, arrange for safe and reasonable access for TT and its consultants to any site where Access is required to perform the Services. The parties recognize that TT did not create and is not responsible for the existence of any unsafe or hazardous conditions in such buildings or facilities or on such property. The parties further recognize that TT is not responsible for, and does not have control over, the erection, operation or maintenance of equipment such as scaffolding, lifts, platforms or ladders. Therefore, neither TT or its consultants, nor any of their employees, shall be required to execute any document whereby they: i) waive or release any claims or rights with respect to personal injury or damage to property related to Access; or ii) indemnify, defend or save harmless any individual or entity with respect to any losses which may be sustained in connection with Access in order to obtain Access. TT agrees that in connection with Access, TT and its employees will exercise due care and will not behave in a reckless manner.~~

**Project-Specific Condition 4 – Construction Support Services.** ~~The parties understand and agree that TT may, with the Client's prior approval (which approval shall not be unreasonably withheld or delayed) be engaged by other parties, including the contractors involved with the Project, to provide Construction Support Services (CSS). In the event that TT is engaged to provide CSS, the following provisions apply: CSS shall not constitute Services under this Agreement and, except as provided below, the other provisions of this Agreement shall not apply to CSS. By providing CSS, TT does not alter its rights or obligations under this Agreement. In the event the Client brings any claim or cause of action against TT Parties related to the CSS, the limitation of liability set forth in Paragraphs 15 and 17, and the waiver of consequential damages set forth in Paragraph 16, shall apply to such actions or causes of action. Client has no contractual rights or causes of action against TT Parties arising out of CSS.~~

**Project-Specific Condition 5 – Standard Requirements for Confidentiality Agreements.** ~~Notwithstanding anything to the contrary in this Agreement or any other agreement between the parties, any Confidentiality Agreement shall at a minimum be subject to the following exclusions and provisions. The provisions of any confidentiality obligation related to the Project shall not apply to any documents, data or information which is required by operation of law to be disclosed by TT or which: i) was known to TT without restriction prior to disclosure by, or on behalf of, Client; or ii) was independently developed by TT; or iii) is now or hereafter comes into the public domain through no fault of TT; or iv) is disclosed to TT without restriction on disclosure by a third party who has the lawful right to make such disclosure to TT. Notwithstanding any obligation on the part of TT to return or destroy any confidential documents, data or information, TT will be permitted to retain and/or use a copy of such documents, data or information to document its compliance with the requirements of any confidentiality obligation and any agreements related to the Project and/or for defending or maintaining any litigation (including administrative proceedings) relating to such agreements and as otherwise required by law; provided that such retained materials shall otherwise continue to be safeguarded as confidential in the manner required by the confidentiality agreement.~~



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 5.

**File ID:** 22-0846

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 10/25/2022

**Short Title:** Architects Design Group (ADG) 2nd Amendment to Agreement

**Final Action:** 12/14/2022

**Title:** MOTION TO APPROVE THE SECOND AMENDMENT TO THE "DESIGN CRITERIA PROFESSIONAL - TO PREPARE THE DESIGN CRITERIA PACKAGE (DCP) FOR A NEW POLICE DEPARTMENT HQ" AGREEMENT WITH ARCHITECTS DESIGN GROUP (ADG), AND APPROVE A CHANGE ORDER FOR AN AMOUNT NOT TO EXCEED \$43,250, TO PROVIDE PHASE I OF A STRUCTURAL CODE ASSESSMENT FOR THE EXISTING PEMBROKE PINES POLICE DEPARTMENT HEADQUARTERS AND ADJACENT PEMBROKE PINES FIRE DEPARTMENT FACILITIES IN ORDER TO PROVIDE THE CITY WITH PERTINENT INFORMATION AS IT CONSIDERS THE MERITS OF THE CONTINUED USE OF THE EXISTING STRUCTURES FOR THE CITY'S FIRST RESPONDERS.

**\*Agenda Date:** 12/14/2022

**Agenda Number:** 5.

#### Internal Notes:

**Attachments:** 1. Second Amendment to Architects Design Group - PD-17-01 Design Criteria Professional PD HQ (Vendor Executed), 2. Exhibit A-2 - Second Amendment Proposal, 3. First Amendment, 4. Original Agreement, 5. Commission Approval (2017-08-02)

1 City Commission 12/14/2022 approve Pass

**Action Text:** A motion was made by Commissioner Good Jr., seconded by Commissioner Castillo, to approve Item 5. Commissioner Good questioned why the City Engineer was not involved in the Design Criteria process and said he would not support the item. The motion carried by the following vote:

Aye: - 4 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, and  
Commissioner Castillo

Nay: - 1 Commissioner Good Jr.

**- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."**

**- Chapter 35.28 of the City's Code of Ordinances is titled "CHANGE ORDERS."**



**- Chapter 35.28(B) states that "Notwithstanding the provisions of division (A), the City Manager is not authorized to approve a change order without authorization of the City Commission where the initial purchase required the City Commission's approval and where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or \$25,000.**

**- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**

**- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**

**- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. On October 18, 2017, the City Commission approved an agreement with Architects Design Group ("ADG") in the amount of \$87,520 for Phase I of the creation of a Design Criteria Package (DCP) for the construction of a Police Department Headquarters, as described in RFQ # PD-17-01, that would replace the existing headquarters located at 9500 Pines Boulevard, Pembroke Pines, FL 33024. After the completion of Phase I of the project, the contractor will present the information of the City's Administration for additional direction and begin negotiation of Phase II of this project, which will include the creation of the Design Criteria Package.

2. When the original agreement was approved, Phase I consisted of:

- Phase I-A: Detailed Spatial Needs Assessment
- Phase I-B: Site Analysis & Master Planning
- Phase I-C: Conceptual Design

3. The Police Department and Architects Design Group outlined additional specific tasks that were required to complete Phase I of the Conceptual Design Package. As a result, on June 15, 2022, the City presented the first amendment to the agreement to the City Commission, which described the revised Conceptual Design Package for the Pembroke Pines Police Department, which includes the services which the City will need to provide, the information that ADG will require from the City, and the fees for performing the work.

4. On June 15, 2022, the City Commission approved the first amendment to the agreement with ADG and a change order for an amount not to exceed \$24,880, which included the revised scope to Phase I, as follows:

- Phase I-A: Detailed Spatial Needs Assessment
- Phase I-B: Site Analysis & Master Planning

Agenda Request Form Continued (22-0846)

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- Phase I-C: Conceptual Architectural Site Master Planning Update
- Phase I-D: Conceptual Building Design Update
- Phase I-E: Geotechnical Engineering
- Phase I-F: Site Surveying
- Phase I-G: Subsurface Existing Utility Locations

5. During the process, there have been various conversations regarding where the new Police Department Headquarters will be built, including the option of renovating the existing facility to meet the needs of the growing department. Since the existing Police Department headquarters was originally built, there have various building code changes in the State of Florida regarding the structural integrity of an "Essential Facility." As a result, if the City were to renovate the existing facility, the City would have to comply with the new building codes. Therefore, the City and ADG has determined that it would be best to have a structural code assessment for the existing Police Department Headquarters and adjacent Fire Department facilities in order to provide the City with pertinent information in considering the merits of the continued use of the existing structures for the City's first responders.

6. In order to provide the City with the required information, ADG has provided the City with the proposed second amendment for an additional cost of \$43,250 for Phase I of the Structural Code Assessment, which includes:

- Inspection and assessment of the visible components of the existing buildings
- Code review utilizing the current building code and with the review of the existing structural drawings
- Structural analysis of the structural components that are clearly defined on the existing drawings
- Creation of a report identifying those elements and their capacity based on loads and requirements under the current building code.

7. The \$43,250 outlined in the proposed second amendment includes an amount not to exceed \$2,000 to cover the following reimbursable expenses in which the contractor proposes to bill the City at their cost:

- Mileage expenses, printing, courier service, and express mail.
- Deliverables and reviewed submittals will be transferred via electronic means whenever possible. Plotting and reproductions requests by Client or Owner will be electronically forwarded to an outside reproduction facility, and the cost will be charged to the client.
- Fees and expenses for securing approvals of governing authorities having jurisdiction over the project.
- Consultants, physical models, 3-dimensional flythrough and special presentation materials.

8. Request City Commission to approve the Second Amendment to the "Design Criteria Professional - To Prepare the Design Criteria Package (DCP) for a New Police Department HQ" agreement with Architects Design Group (ADG), and approve a change order for an amount not to exceed \$43,250, to provide Phase I of a structural code assessment for the existing Pembroke Pines Police Department Headquarters and adjacent Pembroke Pines Fire

Agenda Request Form Continued (22-0846)

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Department facilities in order to provide the City with pertinent information as it considers the merits of the continued use of the existing structures for the City's first responders.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$43,250. (The total compensation on the agreement will now be \$155,650)
- b) **Amount budgeted for this item in Account No:** No funds were budgeted for this expense.
- c) **Source of funding for difference, if not fully budgeted:** Upon Commission's approval, a budget adjustment will be made to move \$43,250 from account # 001-521-3001-664400-0000-000-0000 (Other Equipment) to account # 001-521-3001-662000-0000-000-0000 (Building).
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** None.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.