



City of Pembroke Pines

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

THIS AMENDMENT ("First Amendment"), dated this 15th day of June, **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., FKA ARCHITECTS DESIGN GROUP, 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 hereafter be collectively referred to as the "Parties".

WHEREAS, on **October 25, 2017**, the Parties entered into a Professional Services Agreement ("Original Agreement") pursuant to Request for Qualifications #PD-17-01 for the preparation and delivery of the Design Criteria Package for the construction of a CITY's Police Department Headquarters; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, and desire to supplement the terms contained therein and to amend the scope of services and compensation amount as set forth in this First 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 First Amendment, or any subsequent amendment, which is in ~~strike through~~ 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 2.1.1 as set forth below:

“2.1.1 Notwithstanding the foregoing, CONSULTANT shall perform the revised scope of work for Phase I more particularly described in Exhibit “A-1” attached to the First Amendment to this 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. 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 4.1.1 as set forth below:

“4.1.1 Notwithstanding the foregoing, the compensation for the revised scope of work for Phase I more particularly described in Exhibit “A-1” attached to the First Amendment to this Agreement to be performed by CONSULTANT, shall not exceed **TWENTY-FOUR THOUSAND, EIGHT HUNDRED EIGHTY DOLLARS AND 00/100 CENTS (\$24,880.00)**. The hourly rates more particularly described in Exhibit “A-1” shall take effect upon execution of the First Amendment.”

SECTION 6. Article 4 of the Original Agreement entitled “Compensation and Method of Payment” is hereby revised and amended to include Section 4.4, “Truth-In-Negotiation Certificate”, as set forth below:

“4.4 Truth-In-Negotiation Certificate. Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.”

SECTION 7. Section 7.4.1 of the Original Agreement is hereby revised and replaced as



set forth below:

“The CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees, from and against liability, losses or damages, including attorneys' fees and costs of defense, which the CITY, its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from negligence, recklessness, or intentional wrongful misconduct of CONSULTANT, and other persons employed or utilized by CONSULTANT during performance of this Agreement. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.”

SECTION 8. 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:

8.1 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

8.2 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:

8.2.1 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

8.2.2 Is engaged in business operations in Syria.

SECTION 9. 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.

9.1 **Definitions for this Section.**

9.1.1 “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.



City of Pembroke Pines

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

9.1.3 “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.

9.1.4 “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.

9.2 **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:

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

9.2.2 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

9.2.3 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 10. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.



City of Pembroke Pines

SECTION 12. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 13. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First 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 First Amendment.

SECTION 14. This First 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 First 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.

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

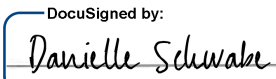
ATTEST:

DocuSigned by:

 June 27, 2022
 E858EEE04EEF4F3...
 MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:
 BY:  June 22, 2022
 47B966ECFDAD4AC...
 CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

 013E807C191D4FF
 Print Name: Danielle Schwabe
 OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

**ARCHITECTS DESIGN GROUP / ADG, INC.
 FKA ARCHITECTS DESIGN GROUP, INC.,**

Signed By: 

Printed Name: Rodney McManus, CEO Ap.

Title: Senior Vice President /
 Director of Operations.



May 25, 2022

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

RE: Professional Services Proposal
Pembroke Pines Police Department
995-1.21

Dear Mr. Dodge:

Architects Design Group / ADG Inc. respectfully submits for your review the following proposal for the update to the Conceptual Design Package for the Pembroke Pines Police Department project. The proposal is based on our discussions during our meeting on April 26, 2022, and our subsequent meetings with the PPPD team.

The attached document outlines the specific tasks which will be required for the update to the previously completed conceptual design package, including 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.

The total fee for the Phase One update is \$24,880.00. 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,

Ian A. Reeves, AIA, IALEP
President

EXHIBIT "A"

Scope of Services:

Pembroke Pines Police Department

Pembroke Pines, FL

May 25, 2022

General Description:

The project, and related Scope of Services, is generally described as an update to the Detailed Spatial Needs Assessment, Site Analysis, Master Plan, and Conceptual Building Design for the Pembroke Pines Police Department.

The Phases of Services are herein identified as follows:

Phase One Scope of Services:

- I-A: Update to the Detailed Spatial Needs Assessment** to verify the Police Department's building program. This report will include a room-by-room assessment of each operational space necessary to serve the functions of the department.
- I-B: Update to the Site Analysis** services to include the review of the existing aerial and underground utilities, roadways, ingress and egress locations for vehicular and pedestrian access, site features, trees, buffer zones, stormwater management requirements, etc. for the site.
- I-C: Update to Conceptual Architectural Site Master Planning** of the designated site. All known building and site amenity features shall be identified including future expansion considerations. These documents will also be used in the community outreach presentations noted below if this service is requested.
- I-D: Update to the Conceptual Building Design:** The A/E team will update the conceptual building design approach incorporating the information developed and will utilize these documents to prepare and present to the city the final report summarizing the defined scope of services.

Services to be Provided by the City:

- I-E: Geotechnical Engineering:** The city shall obtain the services of a Professional Geotechnical Engineering firm for purposes of sub-surface soils investigation, percolation testing, and foundation recommendations for the consensus preferred site, if necessary.
- I-F: Site Surveying:** The city shall obtain the services of a Registered Land Surveyor, acceptable to the client, for a site boundary and topographic survey for the subject property. If the city requests the A/E planning team to provide this service, it will be provided with the acknowledgement that this is a pass-through service, and the A/E team shall retain no liability for this service.
- I-G: Subsurface Existing Utility Locations:** The city shall obtain the services of a Registered Land Surveyor for a Subsurface Utilities survey for the subject property. If the city requests the A/E planning team to provide this service, it will be provided with the acknowledgement that this is a pass-through service, and the A/E team shall retain no liability for this service.

Note: These phases are in sequential order.

EXHIBIT “B”

Information Requested

Pembroke Pines Police Department

Pembroke Pines, FL

May 25, 2022

The information that Architects Design Group (ADG) would need from the city of Pembroke Pines in order to complete this project include:

1. The city shall submit to the consultant, any existing documentation relative to the proposed site(s) that has been previously identified and investigated; including, but not limited to:
 - 1.1. Survey(s)
 - 1.2. Aerial maps
 - 1.3. Floodplain maps
 - 1.4. Topographic maps
 - 1.5. Benchmark data
 - 1.6. Previous Site Geotechnical Studies (If available)
2. When the project proceeds past the planning stage, the city is to provide the Design Team any existing land development regulations that the Design Team will need to comply with.
3. The city is to provide the Design Team a list of the existing Permitting Agencies that will be involved in reviewing and/or permitting the project.
4. The city is to provide the Design Team with the City’s project management team composition, contact information, and chain of communications command.

EXHIBIT “C”

Spatial Needs Assessment and Site Feasibility Study
Pembroke Pines Police Department
Pembroke Pines, FL
 May 25, 2022

Fee Allocation:

The following is the professional fee allocation for the various services defined in Exhibits “A” and “C”.

1. **Summary:****Phase One Services:**

1.1	I-A: Detailed Spatial Needs Assessment Update.....	\$ 5,200.00
1.2	I-B: Site Analysis Update	\$ 3,800.00
1.3	I-C: Conceptual Architectural Site Master Planning Update.....	\$ 7,200.00
1.4	I-D: Conceptual Building Design Update.....	\$ 7,880.00
1.5	Community Outreach Program	\$ TBD
1.6	Phase I Subtotal:	\$ 24,080.00
1.7	Phase I Reimbursable Expense Allowance:.....	\$ 800.00
1.8	Total Phase One Fee	\$ 24,880.00

Services to be Provided by the City:

- 1.9 I-E: Geotechnical Engineering
- 1.10 I-F: Site Surveying
- 1.11 I-G: Subsurface Existing Utility Locations

EXHIBIT "C"
Professional Fee Allocation
Pembroke Pines Police Department
Pembroke Pines, FL
 May 25, 2022
 Page 2

ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective 05/01/2022 through 04/30/2023

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	205.00/hr.
Studio Department Principals/Project Architects	182.00/hr.
Associates	152.00/hr.
Project Managers	145.00/hr.
Designers.....	87.00/hr.
Computer Draftsperson I.....	65.00/hr.
Computer Draftsperson II	65.00/hr.
Computer Supervisor	95.00/hr.
Threshold Inspector (Certified).....	83.00/hr.
Construction Administrators	102.00/hr.
Specification Writer	98.00/hr.
Senior Draftsperson	87.00/hr.
Draftsperson I.....	73.00/hr.
Draftsperson II	65.00/hr.
Accounting Services	83.00/hr.
Staff (Word Processor I)	50.00/hr.
Graphic Designer	72.00/hr.
Interior Design Principal.....	105.00/hr.
Interior Design Designer.....	77.00/hr.
Interior Design Specification Writer.....	76.00/hr.
Interior Design Draftsperson I	66.00/hr.

Note: Any changes in the above noted hourly rates, after April 1, 2023 shall be provided to the Owner thirty (30) days prior to said date.

ARCHDES-07

RJONES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED Architects Design Group / ADG, Inc. 333 North Knowles Avenue Winter Park, FL 32789	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : RLI Insurance Company A+, XII		13056
	INSURER B : Twin City Fire Insurance Company A+ (XV)		29459
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

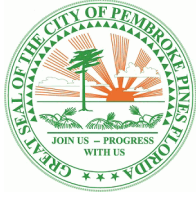
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			PSB0002744	1/12/2022	1/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0002744	1/12/2022	1/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0003117	1/12/2022	1/12/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PSW0002369	1/12/2022	1/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			RDP0045775	1/12/2022	1/12/2023	Per Claim/Aggregate \$ 2,000,000
B	Cyber Liability			42 MB0416887-22	1/12/2022	1/12/2023	Per Claim/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Pembroke Pines is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 20.

File ID: 22-0496

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/06/2022

Short Title: Architects Design Group ADG First Amendment to Agreement

Final Action: 06/15/2022

Title: MOTION TO APPROVE THE FIRST 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 \$24,880, TO ALLOW FOR THE COMPLETION OF PHASE ONE OF THE CONCEPTUAL DESIGN.

***Agenda Date:** 06/15/2022

Agenda Number: 20.

Internal Notes:

Attachments: 1. First Amendment to Architects Design Group - PD-17-01 Design Criteria Professional PD HQ, 2. Exhibit 1-A - Proposal for PD HQ Update (PD 17-01), 3. Original Agreement - Architects Design Group Inc., 4. 10-18-2018 Commission Approval

1 City Commission 06/15/2022 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr.,
Commissioner Castillo, and Commissioner Siple

Nay: - 0

MOTION TO APPROVE THE FIRST 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 \$24,880, TO ALLOW FOR THE COMPLETION OF PHASE ONE OF THE CONCEPTUAL DESIGN.

- 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 for \$87,520 to hire a firm to prepare the Design Criteria Package (DCP) for the construction of a Police Department Headquarters that would replace the existing headquarters located at 9500 Pines Boulevard, Pembroke Pines, FL 33024.

2. The Police Department and Architects Design Group have outlined additional specific tasks which will be required to complete Phase I of the Conceptual Design Package.

3. 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

4. The proposed First Amendment describes 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. Phase I is proposed to be revised as follows:

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

Agenda Request Form Continued (22-0496)

5. As a result, the City's Administration has drafted the First Amendment which includes the revised Conceptual Design Package for the Pembroke Pines Police Department.

6. Request City Commission to approve the First 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 for an amount not to exceed \$24,880, to allow for the completion of Phase I of the Conceptual Design.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$24,880. (The total compensation on the agreement will now be \$112,400)
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Upon Commission's approval, a budget adjustment will be made to move \$24,880 from account # 001-521-3001-664214-0000-000-0000 (Truck) 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.