



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

THIS AMENDMENT ("Third Amendment"), dated April 11, 2023, 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") to perform Phase I of the Design Criteria Package (DCP) for a new Police Department HQ, pursuant to Request for Qualifications # PD-17-01, 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 for Phase I, 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, on **December 20, 2022**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise the scope of work for Phase I, to include structural engineering services, 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-2"; and,

WHEREAS, the Parties desire to amend the scope of services and compensation for Phase I, to allow for a rough order of magnitude estimate of probable development costs for code-required structural enhancements, and extend the time for completion, as set forth in this Third Amendment.



WITNESSETH

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 Third 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 2.1.3 as set forth below:

"2.1.3 Notwithstanding the foregoing, CONSULTANT shall perform the revised scope of services for Phase I as more particularly described in Exhibit "A-3" attached to the Third 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-1", to the Third Amendment, 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. Notwithstanding the foregoing, the additional scope of work for Phase I more particularly described in Exhibit "A-3" attached to the Third Amendment to this Agreement, shall be completed by CONSULTANT by 11:59 p.m. on April 17, 2023. 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 4.1.3 as set forth below:

"4.1.3 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-3" attached to the Third Amendment to this Agreement, shall not exceed **NINE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND 28/100 CENTS (\$9,457.28)**, and shall be in accordance with the number of hours and hourly rates set forth in Exhibit "A-3".

SECTION 6. 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:

6.1 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

6.2 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:

6.2.1 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

6.2.2 Is engaged in business operations in Syria.

SECTION 7. 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.

7.1 Definitions for this Section.

7.1.1 "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.

7.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

7.1.3 "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.

7.1.4 "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.

7.2 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:

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

7.2.2 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

7.2.3 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 8. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 9. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 10. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 11. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment.



SECTION 12. This Third 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 Third 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:

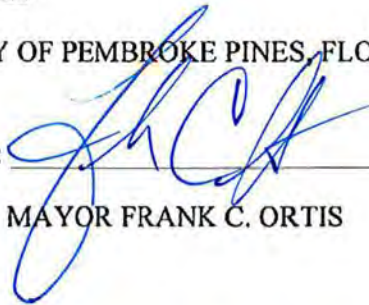
CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

 #11/123

MARLENE D. GRAHAM, CITY CLERK

BY:



MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:



Print Name: Jacob Hume
OFFICE OF THE CITY ATTORNEY

BY:



CHARLES F. DODGE, CITY MANAGER

CONSULTANT:

ARCHITECTS DESIGN GROUP / ADG, INC.

Signed By:



Printed Name:

IANA A. REEVES, AIA

Title:

PRESIDENT



Architects Design Group

AR94944

March 28, 2023

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: CMS ROM Estimate of Probable Development Costs for
Addressing the Code-Required Structural Upgrades
ADG Project No. 995-1.21

Dear Mr. Dodge:

Architects Design Group / ADG Inc. respectfully submits for your review the following proposal to develop a rough order of magnitude (ROM) Estimate of Probable Development Costs for the existing Pembroke Pines Police Department Headquarters and the adjacent Pembroke Pines Fire Department facilities code-required structural enhancements. The proposal is based on our discussions during our meeting on 03/27/2023, and our subsequent meetings with the PPPD team.

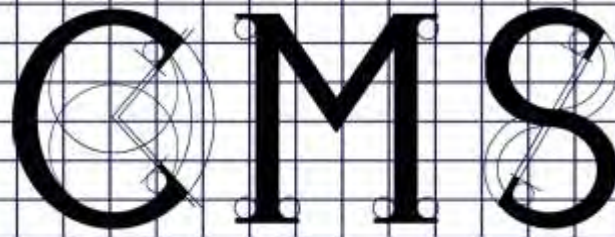
The attached proposal from our Cost Estimating consultant, CMS, outlines the specific tasks they will conduct to address the deficient items noted in the structural engineering facility assessment previously conducted on behalf of the City by Thornton Tomasetti.

The subconsultant fee for the estimate is \$9,457.28. ADG is offering this service to the city as a pass-through service only as we are not including a mark-up fee to this. 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



CONSTRUCTION MANAGEMENT SERVICES

11555 Heron Bay Blvd, Suite 204, Coral Springs FL 33076 – 954-481-1611

www.cms-construction-services.com

Revised Proposal

Contact: Ana DeJesus/Wayne Birch
Phone: (954) 481-1611
Email: adejesus@cms-construction-services.com

Pembroke Pines Police and Fire Department

Project Address:	Pembroke Pines Police Dept. 9500 Pines Blvd. Pembroke Pines, FL
	Pembroke Pines Fire Station 9500 Pines Blvd. Pembroke Pines, FL
Proposal Date:	03/07/23

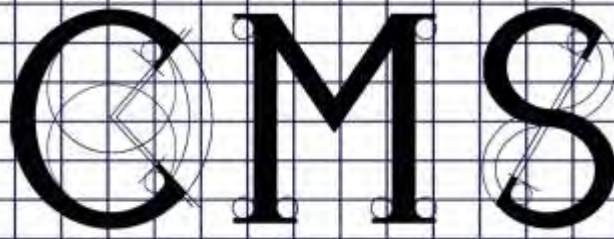
Contact:	Ian Reeves/President
Company:	Architects Design Group
Valid Through:	03/07/24

CMS, Inc. is pleased to provide Professional Cost Estimating Services on the above referenced project in response to your request.

Scope of Basic Services

CMS will provide the services necessary to prepare cost estimates for the following items, which includes relevant coordination and revision meetings.

Our estimate will conform to CSI MasterFormat Construction Cost Estimating and use local line item construction costs.



Rough Order of Magnitude Cost Estimate			
Description	Hours	Rate	Sub Total
Chief Estimator	48	\$120.84	\$5,800.32
Senior Estimator	32	\$114.28	\$3,656.96
Total	80		\$9,457.28

Payment Terms

Payment terms are **NET30** unless otherwise agreed or bound by sub-contractor or other superceding agreements.

Thank you and we look forward to working with you. Should you agree to the above, please sign in the space provided and return a copy to our office for processing.

CMS – Construction Management Services Inc.

Architects Design Group

By : Wayne Birch

By : _____

Title : General Manager

Title : _____

Date : 03/07/23

Date : _____

EXHIBIT “G-1”

Project Schedule

Pembroke Pines Police Department

Pembroke Pines, Florida

ADG Project No. 995-17

March 31, 2023 (Updated)

Estimated Schedule/Timeline:

1. A. Pre- Design (Phases I A-C) ~~4-5 months~~ 6 Weeks
 - (1) Spatial Needs Assessment (Completed)
 - (2) Site Analysis and Master Planning (Completed)
 - (3) Conceptual Design (Completed)
 - (4) Existing Facilities Structural Engineering Assessment (Thornton Tomasetti - Completed)
 - (5) Development of Preliminary Estimate of Probable Development Cost
 - (a) Engineering Assessment of Remedial Work Costs (CMS)
 - (b) Preparation of Updated Development Options (ADG)
 - (c) Submittal of Draft Report (May 1, 2023)
 - (d) Submittal of Final Report (May 15, 2023)
 - (e) Council Presentation (June 1, 2023 – To be confirmed by the city)
- B. Resources required – City of Pembroke Pines
 - (1) Previous Reports/Studies
 - (2) Questionnaires filled out by sub-departmental heads
 - (3) At least two meetings with ADG staff with sub-departmental heads for Spatial Needs
 - (4) At least 2 meetings with departmental heads and city staff on the site analysis / master planning, and 2 meetings for the conceptual design
2. A. Design Build Criteria Package (Phase II) ~~6-7 months~~
 - (1) Schematic Design
 - (2) Design Development
- B. Resources required – City of Pembroke Pines
 - (1) Schematic Design
 - Owner Review & Comment..... 2 weeks
 - Construction Manager RFQ and Selection
 - (2) Design Development
 - Owner Review & Comment..... 2 weeks
3. Owner’s Representative Services (If Requested):
 - A. Design Completion and Permitting Services ~~6-7 Months~~
 - B. Resources Required – City of Pembroke Pines
 - (1) Permit staff review of documents
4. Owner’s Representative Services (If Requested)
 - A. Construction Observation Services ~~12-14~~ 14-16 Months
 - B. Resources Required – City of Pembroke Pines
 - (1) Attendance at bi-weekly construction meetings by city representative

EXHIBIT "G-1"

Project Schedule & Payment Schedule

Pembroke Pines Police Department

Pembroke Pines, Florida

ADG Project No. 995-17

March 31, 2023 (Updated)

(2) Timely decisions on written questions

5. Total ~~28-33~~ 26-30 Months



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 4.

File ID: 23-0238

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 03/28/2023

Short Title: Architects Design Group (ADG) 3rd Amendment to Agreement

Final Action: 04/19/2023

Title: MOTION TO RATIFY THE THIRD 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 \$9,457.28, TO PROVIDE FOR A ROUGH ORDER OF MAGNITUDE ESTIMATE OF PROBABLE DEVELOPMENT COSTS FOR CODE REQUIRED STRUCTURAL ENHANCEMENTS.

***Agenda Date:** 04/19/2023

Agenda Number: 4.

Internal Notes:

Attachments: 1. 3rd Amendment, 2. 2nd Amendment, 3. 1st Amendment, 4. Original Agreement, 5. Commission Approval (2017-08-02)

1	City Commission	04/19/2023	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo				
Nay: - 0				

- 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. However, emergency purchases as described in Section 35.18, shall not require advance City Commission approval. In such emergency situations, the City Manager may approve the purchase or contract, subject to later ratification by the City Commission. Emergency purchases are to be made only when the normal function and operation of the city would be hampered to such an extent by submittal of a requisition in the usual manner that it may effect the life, health or convenience of citizens. "

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 1-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

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 been 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. As a result, on December 14, 2022, the City Commission approved 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, which included:

- 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.
- 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.

7. Based on conversations between the City and ADG, it was determined that there was a need to develop a rough order of magnitude (ROM) Estimate of Probable Development Costs for the existing Pembroke Pines Police Department Headquarters and the adjacent Pembroke

Pines Fire Department facilities code-required structural enhancements.

8. The City's Engineer has reviewed the third amendment and recommended to move forward with the project, and the City Manager has approved the third amendment in order to expedite the project.

9. Request City Commission to ratify the Third 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 \$9,457.28, to provide a rough order of magnitude (ROM) Estimate of Probable Development Costs for code-required structural enhancements.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$9,457.28. (The total compensation on the agreement will now be \$165,107.28)

b) Amount budgeted for this item in Account No: Upon the City Manager's approval, a budget adjustment was requested to move \$9,457.00 from account # 001-521-3001-664400-0000-000-0000 (Other Equipment) to account # 001-521-3001-662000-0000-000-0000 (Building) and a Change Order to PO# 20221400 is being processed to increase the PO for \$9,457.28.

c) Source of funding for difference, if not fully budgeted: Se above.

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.