



City of Pembroke Pines

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

THIS AMENDMENT ("Fourth Amendment"), dated _____, 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, LLC, a Limited Liability Company, 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 CITY and Architects Design Group / ADG, Inc. entered into the Agreement for Professional Services ("Original Agreement") for the preparation of a Design Criteria Package for a new Police Department HQ, with an initial Phase I completion date of **October 25, 2017**; and,

WHEREAS, on **June 15, 2022**, the CITY and Architects Design Group / ADG, Inc. 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 by forty-five (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 CITY and Architects Design Group / ADG, Inc. 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 by fifty-six (56) calendar days from issuance of CITY's Notice to Proceed for the revised scope of services described in **Exhibit "A-2"**; and,

WHEREAS, on **April 11, 2023**, the CITY and Architects Design Group / ADG, Inc. executed the Third Amendment to the Original Agreement, as amended, 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 to extend the time for completion to 11:59 P.M. on April 17, 2023, for the revised scope of services described in **Exhibit "A-3"**; and,

*City of Pembroke Pines*

WHEREAS, effective May 8, 2023, Architects Design Group / ADG, Inc. changed its name to Architects Design Group / ADG, LLC.

WHEREAS the Parties have identified certain updates which need to be applied to the Pre-Design Planning Study; and,

WHEREAS Article 5 of the Original Agreement, as amended, authorizes changes to the Scope of Services where these are in accordance with the CITY's Code of Ordinances, and contained in a written amendment, executed by the Parties; and,

WHEREAS the Parties desire to amend the scope of services and compensation for Phase I, to allow for updates to the Pre-Design Planning Study, and to extend the time for completion by ninety-five (95) calendar days from issuance of CITY's Notice to Proceed, for the revised scope of services described in **Exhibit "A-4"**, and to supplement the terms contained in the Original Agreement, as amended, as set forth in this Fourth 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. Article 2 of the Original Agreement entitled "Services and Responsibilities" is hereby revised and amended to include Section 2.1.4 as set forth below:

"2.1.4 Notwithstanding the foregoing, CONSULTANT shall perform the revised scope of services for Phase I as more particularly described in **Exhibit "A-4"** attached to the Fourth Amendment to the Agreement."

SECTION 3. 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-2"**, to the Fourth Amendment. and incorporated herein by reference. Notwithstanding the foregoing, the revised scope of services 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



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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. Notwithstanding the foregoing, the additional scope of work for Phase I more particularly described in **Exhibit "A-4"** attached to the Fourth Amendment to this Agreement. shall be completed by CONSULTANT within ninety-five (95) 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 4. Article 4 of the Original Agreement entitled "Compensation and Method of Payment" is hereby revised and amended to include Section 4.1.4 as set forth below:

"4.1.4 Notwithstanding the foregoing, the compensation for the additional scope of work to be performed by CONSULTANT for Phase I, more particularly described in **Exhibit "A-4"**, attached to the Fourth Amendment to this Agreement, shall not exceed **FORTY-FOUR THOUSAND, TWO HUNDRED FORTY DOLLARS AND ZERO CENTS (\$44,240.00)**, and shall be in accordance with the hourly rates set forth in **Exhibit "A-4"**.

SECTION 5. Scrutinized Companies.

5.1 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 Iran Terrorism Sectors 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:

5.1.1 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

5.1.2 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:

5.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

5.1.2.2 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. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a



person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Fourth Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 8. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Fourth Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 9. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Fourth Amendment and submitting the executed required affidavit, the CONSULTANT represents and warrants that it does not use coercion for labor or services, as provided by state law.

SECTION 10. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Fourth Amendment, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Fourth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 11. Compliance with Foreign Entity Laws. CONSULTANT ("Entity")



City of Pembroke Pines

hereby attests under penalty of perjury the following:

- 11.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 11.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 11.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 11.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 11.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 11.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 12. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, and the Original Agreement, as amended, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 13. 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 14. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment and are incorporated herein by reference.

SECTION 15. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

SECTION 16. This Fourth 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 Fourth 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 AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



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

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONSULTANT:

ARCHITECTS DESIGN GROUP / ADG, LLC

Signed By: Rodney McManus, LEED AP

Signed by:

14650DDBD712462...

Printed Name: Rodney McManus, LEED AP

Title: Senior Vice President, Director of Operations

May 8, 2025



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: May 8, 2025

ENTITY: **ARCHITECTS DESIGN GROUP / ADG, LLC**

SIGNED BY: Signed by:
Rodney McManus, LEED AP
14650DDBD712462...

NAME: Rodney McManus, LEED AP

TITLE: Senior Vice President, Director of Operations

EXHIBIT “D”
Fee Allocation & Hourly Rates
Pembroke Pines Police Department Headquarters
Pembroke Pines, Florida
ADG Project No. 995-17
April 23, 2025

Fee Allocation:
The following is the professional fee allocation for the update to the Pre-Design Planning Study, completed in 2023.

Summary:

Task 1:	Updates to the Pre-Design Planning Study	
1-A	Update to the Spatial Needs Assessment	\$ 12,000.00
1-B	Update to the Architectural Master Plan.....	\$ 6,800.00
1-C	Updates to the Conceptual Building Design.....	\$ 8,800.00
1-D	Update to the Estimate of Probable Development Costs	\$ 12,140.00
1-E	Update to the City Administration.....	\$ 2,000.00
1-F	Phase I Subtotal:	\$ 41,740.00
1-G	Phase I Reimbursable Expense Allowance:.....	\$ 2,500.00
1-H	Total Phase One Fee	\$ 44,240.00
 Task 2:	 40% Design-Build Criteria Package Development.....	 \$ TBD

EXHIBIT "D"

Fee Allocation & Hourly Rates**Pembroke Pines Police Department Headquarters****Pembroke Pines, Florida**

ADG Project No. 995-17

April 23, 2025

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ARCHITECTS DESIGN GROUP, LLC.
ADDITIONAL SERVICES HOURLY RATES

April 2025 through March 2026

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

Principals.....	285.00/hr.
Studio Department Principals/Project Architects	265.00/hr.
Associates	220.00/hr.
Project Managers	220.00/hr.
Designers.....	185.00/hr.
Computer Draftsperson I.....	120.00/hr.
Computer Draftsperson II	140.00/hr.
Computer Supervisor	160.00/hr.
Threshold Inspector (Certified).....	220.00/hr.
Construction Administrators	165.00/hr.
Specification Writer	140.00/hr.
Senior Draftsperson	140.00/hr.
Draftsperson I.....	120.00/hr.
Draftsperson II	130.00/hr.
Accounting Services	100.00/hr.
Administrative Support.....	80.00/hr.
Graphic Designer	90.00/hr.
Interior Design Principal.....	270.00/hr.
Interior Design Designer.....	185.00/hr.
Interior Design Specification Writer.....	140.00/hr.
Interior Design Draftsperson I	130.00/hr.

Note: Any changes in the above noted hourly rates, after March 1, 2026 shall be provided to the Owner thirty (30) days prior to said date and cannot exceed the noted rates by an amount greater than fifteen (15%) percent.

EXHIBIT "E"
Project Schedule
Pembroke Pines Police Department
Pembroke Pines, Florida
ADG Project No. 995-17
April 23, 2025

Estimated Design-Build Criteria Package (DBCP) Development Schedule/Timeline:

- 1. **Update to the Pre-Design Planning Study95 Days**
 - 1-A Update to the Spatial Needs Assessment 30 Days
 - 1-B Update to the Architectural Master Plan 15 Days
 - 1-C Updates to the Conceptual Building Design 15 Days
 - 1-D Update to the Estimate of Probable Development Cost..... 30 Days
 - 1-E Update to the City Administrators 5 Days

- 2. **Design-Build Criteria Package Development (Phase II) TBD**

- 3. **Subtotal for the DBCP Services TBD**

- 4. **Owner’s Representative Services (If requested):**
 - 4-A Design Completion and Permitting Services TBD

- 5. **Owner’s Representative Services (If requested)**
 - 5-A Construction Observation Services (Estimated) TBD

- 6. **Total TBD**