



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

**THIS AMENDMENT ("First Amendment")**, dated this \_\_\_\_ day of \_\_\_\_\_, 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.



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.



**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:

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

\_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

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

Signed By: \_\_\_\_\_

Printed Name: Rodney McManus, LEED AP.

Title: Senior Vice President /  
Director of Operations.