

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 4, 2021

Consent       Regular  
 Ordinance       Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**

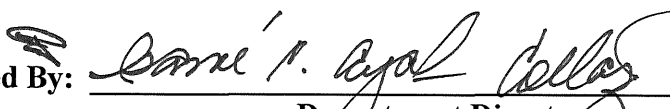
**Motion and Title: Staff recommends motion to approve:** Amendment No. 1 to extend the term of the continuing contract with REG Architects, Inc (Consultant) (R2019-0624) to provide architectural services on a continuing basis for federally funded housing projects from May 06, 2021 through May 6, 2022 with a cumulative limit of \$200,000 for the twelve month extension.


**Summary:** On May 7, 2019, the Board of County Commissioners (Board) approved the continuing contract with REG Architects, Inc to provide architectural services for affordable and workforce housing units to moderate, low and extremely low-income populations. The projects consist of modifications or expansions to residential housing units throughout the County. The original contract provided for an initial term of two (2) years with three (3) renewal options each for a period of one (1) year. Amendment No. 1 will implement the first renewal option through May 6, 2022 with a cumulative limit of \$200,000 for the twelve-month extension. Work is authorized when required during the term of this contract through individual consultant service agreements. Projects under this continuing contract may be funded in whole or in part by federal grants from the United States (US) Department of Transportation, Federal Transit Administration; the Housing and Urban Development (HUD) Community Development Block Grant Program; Neighborhood Stabilization Program, or HOME Investment Partnerships Program; and grants or reimbursements from Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA). This contract includes a Disadvantaged Business Enterprise (DBE) requirement and each project assigned under this continuing contract will identify the specific DBE requirement. REG Architects, Inc. is a local business. **(Capital Improvements) Countywide (LDC)**

**Background & Justification:** On February 12, 2019, the Consultant was selected according to Board adopted procedures pursuant to the Consultant Competitive Negotiation Act (CCNA) Florida Statute 287.055 and in accordance with the Federal Brooks Act to provide architectural services for federally funded housing projects with a construction value of up to \$2,000,000; later increased to \$4,000,000 effective July 1, 2020 as per amendments to Florida Statute § 287.055. Work is authorized through individual consultant services agreements when they are required during the term of the contract. Generally, consultant authorizations could include professional architectural services, planning geotechnical and survey services, customary civil, structural, mechanical, plumbing and electrical engineering services, landscape architectural services, permitting and/or construction administration services. The task assigned will be tailored to Palm Beach County's need to provide affordable and workforce housing units to moderate, low and extremely low income populations as well as, renovations, rehabilitation and repairs to existing residential units. During the term of the continuing contract, the County authorized \$91,798.00 in task authorizations to the Consultant. Amendment No. 1 authorizes the first renewal option through March 6, 2022 with cumulative limit of \$200,000 for the twelve-month extension. It is the consensus of Facilities Development & Operations (FD&O) that the Consultant has successfully provided the professional services required for this continuing contract, and is in good standing. It is the desire of REG Architects, Inc. and FD&O that the Consultant continue to provide professional services.

**Attachments:**

REG Architects, Inc- Amendment No. 1

Recommended By:  4/21/21  
Department Director      Date

Approved By:  4/22/21  
County Administrator      Date



**AMENDMENT No. 1 TO CONTINUING CONTRACT FOR  
DESIGN SERVICES FOR FEDERAL HOUSING  
(Federal Funds)**

This is Amendment No. 1 dated \_\_\_\_\_ to the Contract (R2019-0624) dated May 7, 2019, (collectively the “Contract”) by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and REG Architects, Inc., authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

W I T N E S S E T H

**WHEREAS**, the parties have entered into the Contract under which the CONSULTANT provided certain professional services to the COUNTY for various projects in accordance with the Brooks Act, the Consultants Competitive Negotiations Act (CCNA) FS 287.055 and County policies and procedures; and

**WHEREAS**, the parties hereto desire to amend the Contract to extend it for an additional one (1) year period.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract is renewed for one (1) additional year to May 6, 2022.
2. CONSULTANT certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.
3. The Contract is modified as follows:

**Section 1 – Definitions is revised to include the following definitions:**

*Consultant Contract or Contract: consists of this Contract, the Federal Requirements, the Request for Proposals, Consultant’s proposal and presentation, any CSAs and Supplements to a CSA when executed and any notice to proceed under the Contract or a CSA or Supplement; all of which are incorporated herein by reference.*

*Governing Order of the Contract: is defined to be as follows: The Contract includes various documents which are essential parts for the services to be provided by the Consultant. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project. In case of discrepancy, the following precedence will govern the interpretation of the Contract:*

1. This Contract and any amendments to this Contract;
2. The Federal Requirements;
3. CSAs and Supplements to a CSA;
4. Notices to Proceed;
5. Request for Proposals;
6. Consultant’s proposal and presentation.

*In the event that any conflicts cannot be resolved by reference to this “Governing Order of the Contract” definition, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract.*

**Section 4.1 of the Contract is deleted in its entirety and replaced with the following:**

**4.1 COUNTY REPRESENTATIVE.**

*The COUNTY’s Representative with respect to the services to be rendered under this Contract is the Director of the County’s Capital Improvements Division. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY’s policies and decisions with respect to CONSULTANT’s services.*

**Section 8.13.3 of the Contract is deleted in its entirety.**

**Section 8.15.3 is deleted in its entirety and replaced with the following:**

*8.15.3 Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the CONSULTANT include, but are not limited to:*

- *Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the COUNTY;*
- *Security or Firesafety system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or consultations relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems in whole or in part;*
- *Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or*

*Public Safety Radio communication structures or facilities owned and operated by the County;*

- *Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;*
- *Threat assessments;*
- *Emergency evacuation plans;*
- *Sheltering arrangements; and/or*
- *Manuals for security or firesafety personnel, emergency equipment or security or firesafety training.*

*The CONSULTANT has an obligation to maintain the confidential status of Confidential Information. The CONSULTANT shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the COUNTY. The CONSULTANT shall restrict access to Confidential Information to: 1) the CONSULTANT's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services related to this Contract. Prior to releasing any Confidential Information to a Third Party, the CONSULTANT shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Contract, and maintain a list of any Third Party to which the CONSULTANT has distributed Confidential Information. Other than as authorized above, the CONSULTANT shall not, without prior written approval of COUNTY, publish, copy, or otherwise disclose to others any Confidential Information.*

**The following new sections are added to the Contract:**

**8.33 SECTION 179D RESPONSIBILITIES.**

*Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the COUNTY to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable, the CONSULTANT is responsible for applying to the COUNTY for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the COUNTY the allocation of the deduction. The COUNTY's Representative will provide to CONSULTANT the Department's policy and forms related to the Section 179D deduction when requested.*

**8.34 E-VERIFY - EMPLOYMENT ELIGIBILITY**

*8.34.1 CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT's subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.*

8.34.2 *CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.*

8.34.3 *COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.*

4. Except as specifically modified above, the terms and conditions of the Contract including the Federal Requirements are hereby confirmed and remain in full force and effect.

Project Name: Architectural Services – Federal Housing

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY; and an authorized official of the CONSULTANT has made and executed this Amendment on behalf of the CONSULTANT.

**ATTEST:**  
**JOSEPH ABRUZZO, Clerk & Comptroller**


**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

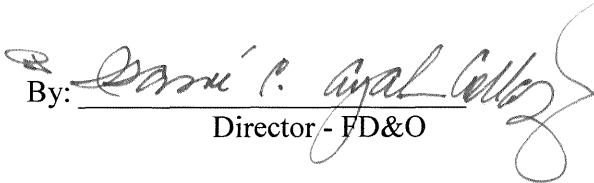
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

**APPROVED AS TO LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**


By:   
County Attorney

By:   
Director - FD&O

**CONSULTANT WITNESS:**

**CONSULTANT: REG Architects, Inc.,**

  
Signature

  
Signature

MAURICIO BARZON.  
Name (type or print)

RICK GONZALEZ, AIA  
Name (type or print)

PRESIDENT  
Title

(Corporate Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2021

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 <b>Hansen Insurance, LLC</b> 4590 N. Meridian Avenue Miami Beach, FL 33140 License#:A307619	CONTACT NAME: <b>Rick Hansen</b>	
	PHONE (A/C, No, Ext): <b>(305) 674-9998</b>	FAX (A/C, No): <b>(305) 674-9998</b>
E-MAIL ADDRESS: <b>rick@hanseninsurancefl.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: <b>Aspen American Insurance Co</b>		<b>43460</b>
INSURER B: <b>RLI</b>		<b>13056</b>
INSURER C: <b>RLI</b>		<b>13056</b>
INSURER D: <b>RLI</b>		<b>13056</b>
INSURER E: <b>RLI</b>		<b>13056</b>
INSURER F:		

INSURED: **REG Architects, Inc.**  
120 South Olive Avenue, Suite 210  
West Palm Beach, FL 33401 FL 33401

**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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	PSB0007572	3/19/2021	3/19/2022	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	PSA0002520	3/19/2021	3/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	PSE0003776	3/19/2021	3/19/2022	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0004211	3/20/2021	3/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Professional Liability	Y		AAAE300382-00	3/19/2021	3/19/2022	each claim 1000000 annl. aggr. 2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers and Employees are listed as an additional insured with respect to the Commercial General Liability and Auto Liability insurance where required by written contract. Umbrella/Excess policy to follow form. Waiver of Subrogation provided on all policies. Ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

Professional Liability insurance is written on a claims-made and reported basis.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Palm Beach County Board of County Commissioners, c/o Capital Improvements Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5604	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 

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