



VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM:

Presentation and Approval for the Village Manager to enter into a Professional Services Agreement for Village Hall Architectural & Engineering Design Services with REG Architects, Inc.

ISSUE:

On September 12, 2019 a Request for Qualifications (“RFQ”) for Village Hall Architectural & Engineering Design Services was advertised in the Palm Beach Post. Sealed Proposals were opened on October 3, 2019 and received from CPZ Architects Inc; Forefront Architecture & Engineering; Gallo Herbert Architects; MC Harry & Associates; Netta Architects Inc; REG Architects Inc; Song and Associates Inc; Synalovski Romanik Saye LLC; Walters Zackria Associates.

A five person selection committee independently evaluated the proposals and ranked the top three firms. These three firms made presentations to the selection committee whom independently evaluated the presentations and ranked them as follows:

1. REG Architects, Inc
2. Song & Associates, Inc.
3. Synalovski Romanik Saye, LLC

The Professional Services Agreement is attached as Exhibit A.

RECOMMENDED ACTION:

Staff recommends a motion to authorize the Manager to enter into an agreement with REG Architects, Inc. for Village Hall Architectural & Engineering Design Services.

Initiator:	Village Manager	Agenda Date:	Village Council
	Approval:		Action:
Village Engineer		12/19/2019	

Exhibit A

Agreement for Village Hall
Architectural & Engineering
Design Services

This Agreement, between the Village of Royal Palm Beach, (hereinafter referred to as VILLAGE) and REG ARCHITECTS, INC
(hereinafter referred to as CONSULTANT), a Florida Corporation, whose Federal Identification Number is: 65-0130307.

Whereas, VILLAGE owns and operates lands throughout the Village; and

Whereas, VILLAGE requires certain professional services in connection with Village Hall Architectural & Engineering Design Services; and

Whereas, CONSULTANT represents it is capable and prepared to provide such Services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE; TERM

Effective date of this agreement will be _____. Term of Agreement shall be for a two-year period, unless otherwise terminated as provided herein. The Village shall have the option of extending the Agreement for two additional two-year periods on the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform such of the services as specifically stated in the Statement of Work and other related services as may be specifically designated and authorized by the VILLAGE. Such authorizations will be referred to as Consultant Services Authorizations (CSA) and each CSA will be numbered consecutively. Each CSA form will set forth a specific Scope of Services, total amount of compensation and completion date. An individual CSA must be approved by the VILLAGE prior to commencement by CONSULTANT on each of the task or tasks.

ARTICLE 3 - COMPENSATION

3.1 GENERAL

VILLAGE shall pay CONSULTANT in accordance with each Consultant Services Authorization (CSA). Such CSA shall be by mutual consent of both parties and shall include at a minimum the scope

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the VILLAGE for its use and/or distribution as may be deemed appropriate by the VILLAGE. However, any re-use of such documents by the VILLAGE, for other than the specific purpose intended, without written verification and adaptation by the CONSULTANT for such specific purpose will be at the sole risk of the VILLAGE and without liability or legal exposure to the CONSULTANT.

ARTICLE 27 - ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONSULTANT's place of business.

ARTICLE 28 - NOTICE

A Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To VILLAGE

Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, Florida 33411
Attention: Christopher Marsh, P.E., Village Engineer
561-790-5161 cmarsh@royalpalmbeach.com

As To CONSULTANT

Name: REG Architects, Inc.

Address: 300 Clematis Street, 3rd Floor

Attention: Rick Gonzalez, AIA, President

Phone: 561-659-2383 ext. 102

Email: rick@regarchitects.com

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and VILLAGE.

ARTICLE 29 - AUTHORIZED REPRESENTATIVE

The parties agree that in order to facilitate the orderly and efficient implementation of the Project and the work contemplated by this Agreement, each party shall appoint an authorized representative (or representatives) for such party. The VILLAGE's representative shall have the authority to transmit instructions, receive information, and interpret and define the VILLAGE's policies and decisions pertinent to the work covered by this Agreement. The parties understand and agree that the VILLAGE Manager has the authority under the VILLAGE'S purchasing guidelines to issue individual Consultant Service Authorizations that do not exceed fifty thousand dollars (\$50,000.00) in value. The parties understand and agree that only the VILLAGE Council has the authority to issue individual Consultant Service Authorizations that exceed fifty thousand dollars (\$50,000.00) in value, or approve changes or modifications to this Agreement on behalf of the VILLAGE. The CONSULTANT's representative shall be authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of its performance under this Agreement. The initial representatives shall be Raymond C. Liggins Jr., P.E., Village Manager, for the VILLAGE; and Rick Gonzalez, AIA, President, for CONSULTANT. Either party shall have the right to change its authorized representative or representatives, or to add additional representatives, from time to time, throughout the term hereof, by giving written notice to the other party hereto in accordance with the notice provisions of this Agreement and by mutual consent of both parties.

ARTICLE 30 - ENTIRETY OF AGREEMENT

The VILLAGE and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the VILLAGE and CONSULTANT pertaining to the Services described herein, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

Village of Royal Palm Beach

WITNESSES:

1. _____

By: _____
Signature

2. _____

Name: Raymond C. Liggins, P.E.

Title: Village Manager

Approved as to Form and Legal Sufficiency

By: _____
Village Attorney

Company: REG ARCHITECTS, INC

WITNESSES:

1. Darcy Ann Henry

By: Colin Price
Signature

2. Elizabeth Mark

Name: Colin Price

Title: VICE PRESIDENT

Approved by Village Council on _____

Item No. _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Village of Royal Palm Beach
[print name of the public entity]
by Rick Gonzalez, AIA, President
[print individual's name and title]
for REG Architects, Inc.
[print name of entity submitting sworn statement]
whose business address is 300 Clematis Street, 3rd Floor, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0130307.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

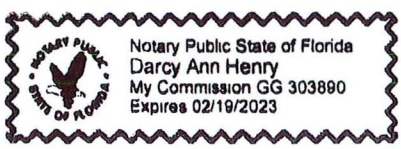
(Signature) *RG* (Date) 10-3-19

STATE OF Florida COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on Oct. 3, 2019 (date)

by Rick Gonzalez, AIA (name). He/she is personally known to me or has presented _____ (type of identification) as identification.

Darcy Ann Henry Darcy Ann Henry GG 303890
 [Notary's Signature and Seal] Print Notary Name and Commission No. Form
 PUR 7068 (Rev. 06/11/92)



Truth – In – Negotiation Certificate

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By: Alan Price

Title: VICE PRESIDENT

Date: 12.10.19.

CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 215.4725

I, Colin Price, on behalf of REG Architects, Inc.,
Print Name Company Name

certifies that REG Architects, Inc. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Colin Price
Signature

VICE PRESIDENT
Title

.12.10.19.
Date

HOURLY RATE SHEET

SUBJECT: Hourly rates for professional services as may be required.

FROM: Rick Gonzalez, AIA, President, **REG Architects, Inc.**

DATE: 2019

A. HOURLY RATES:

Hourly rates for professional services shall be as follows:

	<u>Regular Rates</u>	<u>Government Rates</u>
Expert Witness	\$350.00	\$275.00
Principals	\$275.00	\$225.00
Associate Architect	\$225.00	\$210.00
Architectural Animator	\$200.00	\$190.00
Senior Project Manager	\$185.00	\$165.00
Project Managers	\$175.00	\$150.00
Quality Control Reviewer	\$160.00	\$140.00
Senior Interior Designer	\$150.00	\$125.00
Interior Design Assistant	\$125.00	\$100.00
Construction Administrator	\$130.00	\$120.00
CADD Technician	\$125.00	\$100.00
Graphic Designer	\$120.00	\$100.00
Administrative Assistant	\$75.00	\$ 65.00

B. FIXED FEE RATES:

Can be quoted when project's scope and budget are clearly defined and finalized.

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