

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: June 7, 2022 [X] Consent [] Regular [] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 5 to the contract with PGAL, Inc. (R2019-0984) in the amount of \$319,500 to provide additional professional design services for the Animal Care and Control (ACC) Renewal/Repair/Replacement (R/R/R) project located at 7100 Belvedere Road in West Palm Beach.

Summary: On July 2, 2019, the Board of County Commissioners (Board) approved the contract with PGAL, Inc. (R2019-0984) to provide professional architectural/engineering design, programming, site plan approval, permitting, and construction administration services for the ACC R/R/R project; and authorized the County Administrator or designee to execute CSA No. 1 in an amount not to exceed \$200,000 to complete a comparative study. Four design options were identified through the Comparative Study, which were presented to the Board for consideration during its May 17, 2020 workshop meeting. The Board selected design option 3, which carried an estimated construction cost of \$38,826,718, exceeding the allocated project budget. As a result, the Board instructed staff to proceed only with the initial phases of design to ensure that any renewal/replacement work that needs to be done until the necessary capital appropriation to fund the entirety of the project is approved, is consistent with the design option selected. CSA No. 4 directed the consultant to develop design documents including a design intent report, schematic design documents, and partial 50% Design Development (DD) documents. On January 4, 2022, the Board approved the Re-estimated Infrastructure Surtax Project Plan, which included the additional funding required for full design and construction of the facility. Given the funding authorization granted by the Board, County staff in consultation with the design consultant has concluded that it would be most beneficial to continue the design through 100% completion of the DD phase. CSA No. 5 includes additional planning, architectural design, mechanical, electrical and plumbing (MEP) engineering, civil engineering, and landscaping design required to complete the balance of the remaining design development phase. PGAL Inc. has a local office in Palm Beach County and will be utilizing eight (8) Small Business Enterprise (SBE), and Minority/Women-Owned Business Enterprise (M/WBE) sub-consultants for the project. The solicitation for design professionals was advertised on March 17, 2019 according to the Equal Business Opportunity (EBO) Program, with the Final Selection taking place on May 29, 2019. On March 6, 2019, the Goal Setting Committee established an Affirmative Procurement Initiative (API) requiring a minimum mandatory goal of 20% SBE participation. The prime consultant is not an SBE however, has committed to 18.55% SBE participation on this CSA. To date the consultant has achieved 28.41% SBE participation under this contract. The total construction cost of this project is estimated at \$38,826,718. This project is funded from the Infrastructure Sales Tax (IST) fund (Capital Improvements Division) District 2 (MWJ)

Background and Justification: CSA No. 1 authorized a Comparative Study to assess all possible options to address Animal Care and Control's programmatic needs. (Continued on Page 3)

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. CSA No. 5
- 4. Control Sheet

Recommended by:

Department Director

Date

Approved by:

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impact:				
Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	2022 \$319,500 \$319,500	2023	2024	2025	2026
Is Item Included in Current I Does this item include the federal funds?			o_X		
Budget Account No: Fund	3950 Dept	t. <u>411</u> Ur	nit <u>Q008</u> Ol	oject <u>6505</u>	
B. Recommended SourcesThe funding source for this pC. Departmental Fiscal Recommended	project is from	the Infrastru	cture Sales Tax	(IST) fund.	
	III.	REVIEW C	<u>OMMENTS</u> :		
A. OFMB Fiscal and/or C	Contract Devel	opment and (Control Commo	ents:	
June Mut 5 OFMB M	15/22 53.00 E	<u>M</u>		Development and O	wow 5/12/23
B. Legal Sufficiency:					
Assistant County Att	5/12/7 prney	22			
C. Other Department Revi	ew:				
Department Director	•				

This summary is not to be used as a basis for payment.

Background and Justification (continued):

CSA No. 2 authorized planning, architecture, animal shelter design, MEP engineering, civil engineering and landscaping for the completion of design options, including review of cost estimates provided by the construction manager. CSA No. 3 included planning, architecture, animal shelter design, MEP engineering, civil engineering and landscaping to define a reduced program and scope option and to incorporate any new recommendations into the ongoing Comparative Study. The resulting Comparative Study identified four possible design options, which included three varying levels of renovation to the existing buildings and construction of a new facility. During the May 17, 2020 workshop, the final design options were presented to the Board of County Commissioners (Board) for consideration. The Board selected option 3, which carries an estimated construction cost of \$38,826,718, exceeding the allocated project budget. As a result, the Board instructed staff to proceed only with the initial phases of design to ensure that any renewal/replacement work that needs to be done until the necessary capital appropriation to fund the entirety of the project is approved, is consistent with the design option selected. Consultant Services Authorization No. 4 directed the consultant to develop design documents including a design intent report, schematic design documents, and partial 50% Design Development (DD) documents. The intent being to design the project to a partial DD state, then hold on further design until funding can be approved for the balance of the design and construction phases. On January 4, 2022, the Board approved the Re-estimated Infrastructure Surtax Project Plan which included the additional funding required (i.e. \$35,289,104) for full design and construction of the facility in FY2025. Given the funding authorization granted by the Board, County staff in consultation with the design consultant has concluded that it would be most beneficial to continue the design through 100% completion of the DD Phase. The most compelling reasoning that has led Staff to this determination is that the current design team members from both the consultant and county staff members are available and able to complete the current DD effort, thus ensuring continuity of design. Additionally, after careful review and consideration, it was determined that deferring the completion of the design development phase could have substantial adverse effects on the work completed to date, thereby adding additional time and expense to the project. Therefore, CSA No. 5 authorizes additional planning, architectural design, mechanical, electrical and plumbing (MEP) engineering, civil engineering, and landscaping design required to complete the balance of the remaining design development phase for the Animal Care and Control Renewal/Repair/Replacement project.

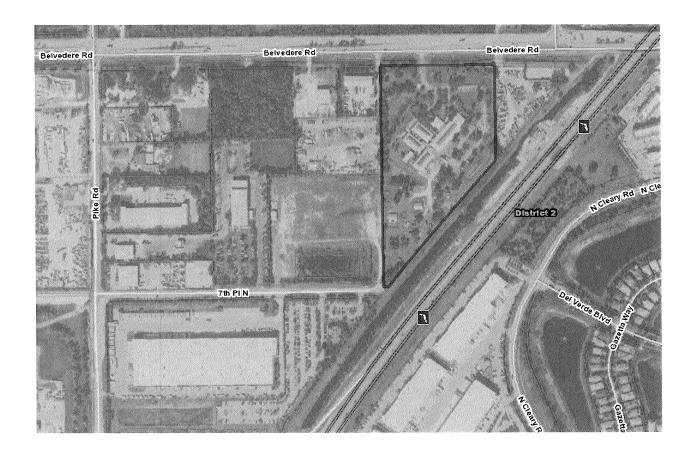
ATTACHMENT #1

LOCATION MAP

Project No: 19201

Project Name: Animal Care and Control Facility Replacement/ Renewal

Location: 7100 Belvedere Rd, West Palm Beach



ATTACHMENT #2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/13/2022 REQUESTE	ED BY: Rich Ave	ry PHONE: 233-0208
PROJECT TITLE: Animal Care & Control Facility (Same as CIP or IST, if		
ORIGINAL CONTRACT AMOUNT:		IST PLANNING NO.:
E-FDO NUMBER: 2017-030716		
REQUESTED AMOUNT: \$319,500		BCC RESOLUTION#: R2019-0984 DATE: 07/02/19
CSA or CHANGE ORDER NUMBER: CSA #5		
LOCATION: 7100 Belvedere Road, WPB		BUILDING NUMBER:
DESCRIPTION OF WORK/SERVICE LOCATION:		
PROJECT/ W.O. NUMBER: 19201		
CONSULTANT/CONTRACTOR: PGAL, Inc.		
PROVIDE A BRIEF STATEMENT OF THE CONSULTANT/CONTRACTOR:	SCOPE OF SE	RVICES TO BE PROVIDED BY THE
Professional services shall include planning, are plumbing (MEP) engineering, civil engineering, phase from 50% to 100%.		
CONSTRUCTION \$ PROFESSIONAL SERVICES \$319,500 STAFF COSTS* \$ EQUIP. / SUPPLIES \$ CONTINGENCY \$ TOTAL \$319,500		
* By signing this BAS your department agrees to these CID by FD&O. Unless there is a change in the scope of work, costs of \$250,000 or greater, staff charges will be billed a Facilities Management or ESS staff your department will be	no additional staff ch s actual and reconcil	arges will be billed. If this BAS is for construction ed at the end of the project. If the project requires
BUDGET ACCOUNT NUMBER(S) (Specify distrib	bution if more than	one and order in which funds are to be used):
FUND: DEPT:	UNIT:	OBJ:
3950 411	Q008	6505
IDENTIFY FUNDING SOURCE FOR EACH AC ☐ Ad Valorem (Amount \$)		nd provide detail for <u>all</u> that apply) Sales Tax (Amount \$_48,289,104)
☐ State (source/type: Amount \$)	-	rce/type: Amount \$
☐ Grant (source/type:	-	(<u>Amount</u>)
Other (source/type:Amount \$)		
Department: 10+0		/ /
BAS APPROVED BY:		DATE 4/13/2022
ENCUMBRANCE NUMBER:	-	

Project Number: 19201

CONSULTANT SERVICES AUTHORIZATION #5

PGAL, INC.

ANIMAL CARE & CONTROL FACILITY REPLACEMENT/RENEWAL PROJECT NO. 19201 DISTRICT NO. 2

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 5 to the Contract dated 07/02/19 (R2019-0984) (the "Contract") between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners and the Consultant identified herein is for the consultant services described in Item 4 of this CSA.

1. CONSULTANT: PGAL, INC., whose Federal Tax ID# is 76-0291476.

2. <u>CSA</u>	<u>Amount</u>	Approval Date	Approved By
CSA #1	\$155,160	07/24/19	DIR
CSA #2	\$39,868	02/26/20	DIR
CSA #3	\$23,276	07/15/20	DIR
CSA #4	\$654,257	11/17/20 (R2020-1779)	BCC

- 3. Services completed to date: CSA No. 1 authorized completion of a Comparative Study and making a final recommendation on the disposition of renovating the existing facility, renovating and enlarging the existing facility, or replacing all or part of the existing facility. CSA No. 2 authorized planning, architecture, animal shelter design, MEP engineering, civil engineering and landscaping for the completion of additional design options, including review of cost estimates provided by the construction manager. CSA No. 3 included planning, architecture, animal shelter design, MEP engineering, civil engineering and landscaping for defining a reduced program and scope option (VE option) including incorporating any new recommendations into the ongoing Comparative Study. CSA No. 4 authorized planning, architecture, animal shelter design, MEP engineering, civil engineering, landscaping and surveying for completion of Schematic Design through 50% Design Development phase. The above services are all 100% complete.
- **4. Description of Services to be provided by Consultant:** Professional services shall include planning, architecture, animal shelter design, mechanical, electrical and plumbing (MEP) engineering, civil engineering, and landscaping for completion of the design development phase from 50% to 100%, as detailed on the attached proposal dated February 15, 2022. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant's proposal, the terms and conditions of the Contract shall control.
- **5. Compensation:** The compensation to be paid to the Consultant for the requested services shall be: Lump Sum charge of \$319,500.00.
- 6. This CSA may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination

Project Number: 19201

date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms.

Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without the cause under this Contract.

- 7. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.
- **8.** All terms, conditions, and obligations of the original Contract shall remain in full force and effect, unless specifically noted as follows:

E-VERIFY - EMPLOYMENT ELIGIBILITY

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.

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.

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.

9. Time of Commencement: Consultant shall begin work immediately on the requested services upon receipt of this executed document which shall constitute official "Notice to Proceed".

Project Number: 19201

10. EBO Program: The API established for this contract is a mandatory minimum of 20% SBE participation. SBE participation for this CSA is 18.55%. When added to the Consultant's participation to date, the resulting SBE participation is 28.41%.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project Number: 19201

IN WITNESS WHEREOF, this CSA is accepted, subject to the terms and conditions of the aforementioned Contract.

ATTEST: PALM BEACH COUNTY, A Political Subdivision of the State of Florida JOSEPH ABRUZZO, CLERK & BOARD OF COUNTY COMMISSIONERS COMPTROLLER By: By: Deputy Clerk Robert S. Weinroth, Mayor APPROVED AS TO TERMS APPROVED AS TO LEGAL SUFFICIENCY AND CONDITIONS Director - FD&O Assistant County Attorney WITNESS: CONSULTANT: PGAL, INC. Signature Signature CANL Name (type or print) Name (type or print) Principal The state of the s

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Queen Chevis, Corporate Secretary

February 15, 2022

Mr. Richard Avery Palm Beach County Facilities Development & Operations Department 2633 Vista Parkway West Palm Beach, FL 33411

Re: County Project Number 19201 - Animal Care and Control Design Services

Dear Rich:

Animal Arts

ALEXANDRIA ATLANTA AUSTIN BOCA BATON CHICAGO DALLAS/FORT WORTH DENVER HOBOKEN HOUSTON LAS VEGAS LOS ANGELES SALT LAKE CITY SAN DIEGO

Per your request, PGAL is pleased to submit this proposal to provide professional design services for the Palm Beach County Animal Care and Control Facility. The objective of this Design Service Phase is to further develop the DD Phase from 50% to 100%

The consultant team participating in the Design Phase include:

PGAL Planning & Architecture Animal Care Design

JLRD* Mechanical/Electrical/Plumbing Engineering

Structural Engineering ONM&J*

Keshavarz* Civil Engineering

2GHO* Landscape Keshavarz* Site Survey

A. SCOPE OF SERVICES

Provide professional design services, including planning, architecture, animal shelter design, structural engineering, MEP engineering, civil engineering and landscaping for completion of 50% - 100% of Design Development as highlighted in yellow in the attached -"Facilities Development and Operations Department, Capital Improvements Division, Policy and Procedures Manual for Design Professional, Revision Date: March, 2017 - PBC Project No. 1920 I – Animal Care and Control – 50–100% of Design Development Highlighted Scope."

B. SCHEDULE

The estimated schedule for the above tasks is as follows:

Duration

50-100% DD

8.00 weeks*

*After completion of 0-50% DD

791 Park of Commerce Blvd., Suite 400 Boca Raton, FL 33487

561 988 4002

561 988 3002

AA 0003337 EB 00008240

PGAL.COM

^{*}SBE consultants - participation for this design phase exceeds 20%.

C. COMPENSATION

The fixed fee for 50% - 100% Design Development Phase, including all expenses, is \$319,500.00.

D. OPTIONAL SERVICES

Additional Optional Services may be requested by the County during the Design Phase, such as, but not limited to, LEED Administration, Off-Site Engineering, Traffic Studies, Geotechnical Engineering, Low Voltage Design, Models and Computer Animation, and other services defined as NIC (not in contract) in the scope above.

Rich, on behalf of the entire design team, we look forward to continuing our work with you and the ACC staff on developing the design for the Palm Beach County Animal Care and Control Facility. All other terms and conditions will be in accordance with the Prime Agreement for this project. If you have any questions, please give me a call.

Sincerely,

Carl J Conner, AIA

Principal

CC;cc

C. 407.256.7932

E. cconner@pgal.com

Facilities Development and Operations Department

Capital Improvements Division

Policy and Procedures Manual

For

Design Professionals

Revision Date: March, 2017

PBC Project No.19201 - Animal Care and Control 50-100% of Design Development Highlighted Scope.

FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT CAPITAL IMPROVEMENTS DIVISION POLICY AND PROCEDURES MANUAL FOR DESIGN PROFESSIONALS

Table of Contents

Foreword

I.	Overview	of Capital	Improvements	Division
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- II. General Information
- III. Pre-Contract Phase
- IV. Schematic Design Phase
- V. Design Development Phase
- VI. Construction Document Phase
- VII. Project Manual Standards
- VIII. Design Guidelines
- IX. Standard Details
- X. Construction Administration Phase
- XI. Post Construction Phase
- XII. Administrative Information
- XIII. Reference

V. DESIGN DEVELOPMENT PHASE:

- A. <u>Site Review.</u> Following the Schematic Design Phase, the Design Professional shall facilitate with CID a final site investigation, including written recommendations of subsurface investigations or geotechnical exploration of the subsurface conditions of the site, for the purpose of identifying conditions at the site which might adversely affect the achievement of the proposed design.
- B. <u>Existing Conditions</u>. To the extent necessary, the Design Professional shall review and verify existing conditions which differ from those indicated in the record drawings (if available) or which could have a detrimental impact on the achievement of the work called for under the Project.
- C. <u>Phasing.</u> If the Project requires construction phasing, the Design Professional shall prepare preliminary phasing drawings and other information to describe the approach to be taken in phasing the work. Where construction phasing is required, the Design Professional shall consider such phasing in their development of estimates of probable construction cost and Project construction time. The preparation of phasing documents if required to meet schedule or budget requirements shall be considered part of the basic services provided by the Design Professional.
- D. <u>Contents of Design Development Documents</u>. Based on the approved Schematic Design Documents and any adjustments authorized by the CID in the program, schedule or construction budget, the Design Professional shall prepare for approval by CID, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, landscaping, architectural, structural, mechanical, electrical communications (voice and data), security and fire alarm systems, materials and such others as may be appropriate.

The minimum information that must be shown on the Design Development Documents is:

- 1. Interior elevations of all built-ins: case work, specialized millwork, cabinetry.
- 2. Room finish schedule: flooring, base, wainscot, walls, ceilings.
- 3. Preliminary electrical and systems: Plans showing all required lighting, power, telephone and computer outlets, and switches in their approximate locations, with catalogue cut sheets of interior lights intended to be used in the facility. Also show panel locations and any

fire alarm systems fixtures. Match floor plan scale.

- 4. A final engineered site plan with graphically described drainage, paving, location of all utilities, site signage, parking horizontal controls, site lighting with photometrics, landscaping, and dumpster location, at 1" = 20" scale preferred.
- 5. Dimensioned minimum 1/8" scale floor plans locating and noting all significant features and code requirements. Include legends to identify walls types and/or special items.
- 6. Roof plan at minimum 1/8" scale.
- 7. All exterior elevations dimensioned and noted with finish materials, fenestration and entries, at minimum 1/8" scale. A separate submittal of 2 sets of colored elevations shall be provided for approval by CID.
- 8. All major building sections, typical wall sections, and all special features, with appropriate notations and dimensions.
- 9. Reflected ceiling plans showing lighting, A/C grills, and finishes at same scale as floor plans.
- 10. Door and frame schedule: size, types, materials and hardware types.
- 11. Toilet accessory schedule.
- 12. Enlarged plans of special spaces at 1/4" scale minimum, i.e., toilets, counter areas, etc.
- 13. Preliminary Structural: Foundation and basic framing plans showing footings, columns (size and materials), roof framing system, and beams (size and materials) at same scale as floor plan.
- 14. Preliminary Mechanical: Plans showing equipment (sizes and location), single line duct work layout for supply and return air grills. Use same scale as floor plans. Building Automation System and Energy Management design criteria and sequence of operation. At 50% DDs, a narrative of the mechanical and electrical equipment and systems intended design shall be provided for review and approval by FD&O.
- 15. Preliminary Plumbing: Plans showing plumbing fixtures, floor drains, hose bibbs, roof drains, scuppers, other related equipment, and a

- fixture legend. Indicate connections to site utilities. Match floor plan scale.
- 16. Basic Landscape Plan: Names, quantities, and locations of ground cover, shrubs and trees, irrigation layout, paving, berms, walls, retention, and limit of work. Use scales best suited to indicate all work.
- 17. Outline specifications for all disciplines, per C.S.I. format.
- 18. Updated building cost estimate based on unit costs for all C.S.I. divisions and sections, with line item breakdown.
- E. <u>Color Boards.</u> Concurrent with or prior to submitting DDs, the Design Professional shall prepare two complete sets of color boards for submittal to CID. These color boards shall identify the products and provide actual samples of the material colors, finishes and textures to be utilized for all project components. The intent of providing such color boards is to ensure that all color selections are reviewed and approved by CID prior to bidding the project. The Design Professional shall revise and resubmit the color boards until approval by CID is obtained. Once all color selections have been approved, one of the color boards will be returned to the Design Professional for their use in reviewing submittals and work in place.
- F. <u>Copies.</u> Furnish copies as required by Contract of the Design Development documents and present and review them in person with CID.
- G. <u>CID Review and Approval.</u> Upon determination by the Design Professional that the Design Development Phase is represented by the preliminary drawings and specifications, those documents shall be submitted to CID for review and concurrence prior to commencement of construction drawings.
 - 1. CID will issue a list of comments and recommended changes/corrections to be incorporated into the documents. CID may also forward recommended change/corrections from other County agencies for review by the Design Professional and incorporation into the Contract Documents. The Design Professional shall transmit written replies to review comments issued by CID and other County agency(ies), concurrent with their submittal of corrected documents. Directions by CID shall be incorporated into the design, unless the Design Professional has explained objections to CID and obtained prior written approval of noncompliance from CID before proceeding with related work.

- 2. The Design Professional or CID may call a further preliminary review meeting, when necessary to finalize the design concept. Written replies to additional CID comments must be made before proceeding to the Construction Document Phase.
- 3. Approval of these documents by CID will complete the Design Development phase, whereupon CID will issue written instruction to the Design Professional to proceed to the Construction Document Phase.
- H. <u>Easements.</u> At the Design Development Phase, the Design Professional shall notify CID of any easements (including those outside the property limits) which will be required to construct the Project.

VI. CONSTRUCTION DOCUMENTS PHASE:

- A. <u>Construction Documents.</u> Based on the approved Design Development documents and any further adjustments in the scope of quality of the Project of in the construction budget authorized by CID, the Design Professional shall prepare, for approval by CID, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- B. <u>Compliance with CID Standards</u>. Both the working drawings and specifications shall comply with applicable CID standards and guides.
- C. <u>Internal Consistency Required.</u> The construction drawings and specifications shall be internally consistent in terms of coordination between: work of the Design Professional and its consultants, requirements of various divisions or trades, and drawings and specifications.
- D. <u>Constructible Project.</u> During this phase, the Design Professional shall develop and provide documents which will achieve a biddable and constructible Project. These services shall include, but not be limited to coordination to protect the integrity of the design and facilitate construction with:
 - 1. Manufacturers: Check that manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.
 - 2. Suppliers: Check that materials and equipment called for in the documents are currently available and suitable for their intended use.
 - 3. Sub-Consultants: Check that information necessary to their work is

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Rev. 03//2017



March 21, 2022

Ian Nestler, AIA, LEED AP PGAL 791 Park of Commerce Boulevard Suite 400 Boca Raton, Florida 33487

Dear Ian,

Enclosed is an agreement for the services Animal Arts is providing to PGAL for the 50-100% design development phases of the Project to expand and renovate Palm Beach County Animal Care and Control facilities. If you have any questions about this agreement, feel free to call.

We look forward to continuing our work with PGAL on this project.

Haathwellet

Heather E. Lewis, AIA, NCARB

Principals: Heather E. Lewis, AIA, ACARB Aicki J. Pollard, AIA, ACARB, CAT Sean AI Ah Mouray, AIA, ACARB Sarah L. Boman, AIA, ACARB Ludy A, Bayon, AIA, ACARB

> 4520 Broadwaj Street Suite L Boulder, CO 80304

> > P 303, 143, 1413 800, 332, 1413 1 303, 141, 1759

www.animalarts.com

March 21, 2022

AGREEMENT to Provide Design Services

for:

PGAL 791 Park of Commerce Boulevard Suite 400 Boca Raton, Florida 33487

by:

Animal Arts Design Studios, Inc. ("Animal Arts") 4520 Broadway, Suite E Boulder, Colorado 80304

PROJECT SCALE, SCOPE AND LOCATION

This Project involves working in collaboration with PGAL's Boca Raton office to complete the design development phase for the approximately 100k square foot addition and renovation to the existing Palm Beach County Animal Care and Control shelter.

SCOPE OF WORK

Provide animal shelter design consultation services as described below:

Assumptions

PGAL will own the architectural model and will lead the development of the shell areas of the buildings as well as interior walls, and all details and design not pertaining to animal care. Diagrammatic information, details, and elevations will be incorporated from Animal Arts into the final design development documents.

Regular Meetings

Participate in regular biweekly meetings with the County throughout the design development phase.

Documentation

Work with PGAL to provide documentation for the interior animal care areas of the project, including:

- Room, door, and ceiling finish diagrams
- Sound control diagrams
- Equipment plans
- Slab plan diagrams

- Coordination with PGAL on exterior yard fencing types and yard details
- Interior cabinet elevations for animal care areas only
- Interior animal housing types identified and documented
- Revised F, F, and E equipment list and budget for animal care areas
- Typical animal care details
- Interior design development specifications for inclusion to obtain accurate pricing
- Peer review of MEP documents provided by PGAL
- Review of pricing and participation in discussions of pricing and value engineering

Two person days on site by representatives of Animal Arts have been included in the fee.

FEES

The fee for the scope of work listed above is \$89,245 including expenses. The fee will be billed monthly based on the percentage of work completed in each set of tasks.

SPECIFIC SERVICES NOT BEING PROVIDED BY ANIMAL ARTS

The following services are specifically not included as a part of this Agreement:

- Detailed site investigation.
- Services pertaining to clear title investigation.
- Encumbrance and easements.
- Civil engineering or landscape design.
- Architectural drawings.
- Planning submittals.
- Soil analysis or suitability.
- Environmental assessment pertaining to asbestos, lead paint, mold, or other hazardous materials
- The determining of flood plain or wetlands designation.

The attached **Additional Terms** specify additional conditions of this Agreement.

AUTHORIZATION

If this Agreement is acceptable to you and you would like to authorize us to proceed, please sign a copy of this signature page, return it to our office, and keep the complete copy for your records. If you have any questions, please call.

We look forward to working with you.

Heather E. Lewis, AIA, for

Date: March 21, 2022

Animal Arts

Ian Nestler, AIA, LEED AP, for

PGAL

Date:

March 21, 2022 Additional Terms Palm Beach County Animal Shelter

- 1. Payment terms shall be consistent with the agreement held by PGAL with Palm Beach County. Full payments from PGAL to Animal Arts will be due within 15 days of receipt of payment from Palm Beach County.
- 2. The individual executing this Agreement, if acting on behalf of a partnership, corporation, or funding agency, represents that he/she has the authority to do so, and to bind the entity to this Agreement.
- 3. Revisions to the drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner; adjustments in the Owner's program or budget; revisions of codes, laws or regulations; or failure of the Owner to make timely decisions, will be treated as Additional Services. As such, they will be billed hourly as they occur at the rates defined for this Project.
- 4. This Agreement may be terminated by either party upon seven days written notice. In the event of termination, Animal Arts shall be paid for services performed to the date of termination notice plus reasonable termination expenses.
- 5. PGAL agrees to pay for work performed in accord with the terms of this Agreement without regard to the success of the Project, acquisition of ground or approval of planning/zoning or building departments.
- 6. This Agreement is valid for a period of 60 days, assuming that we are authorized to start work within that period.
- 7. The scope of services does not include any services related to mold, lead paint, asbestos or other hazardous or toxic materials.
- 8. Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of Animal Arts, the Owner will hold harmless, indemnify, and defend Animal Arts from and against any and all claims arising out of the professional services provided under this Agreement.



PBC ANIMAL CARE AND CONTROL

Proposal Scoping notes:

February 7, 2022

The following items outline certain civil engineering tasks and assumptions related to the completion of the design development phase of the project. Note that the format below is consistent with the CID design manual.

1. Design Development Stage:

Previously provided as part of the 50% DD phase:

- D. Contents of Design Development Documents
 - 4. Engineered site plan graphically depicting drainage, detention areas, water and sewer facilities.
- H. Easements Easement Determination/discussion for future infrastructure installations

Items to be provided as part of this scope of work and completion of the 100% DD phase:

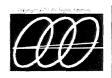
- A. Site review
- B. Existing conditions review and verification
- C. Phasing
- D. Contents of the Design Development Documents
 - 14. Review of the Mechanical plans and coordinate points of service and impacts to site infrastructure requirements.
 - 15. Review of the Plumbing plans and coordinate points of service and impacts to site infrastructure requirements.
 - 16. Review of the Landscape Plans and coordinate conflicts relating to the site infrastructure requirements.
 - 18. Prepare preliminary cost estimates
- G. Submit DD drawings and review and address CID comments.

Fee for completion of the Design Development Phase

\$ 22,700.00

P:\19-1281 PBC Animal Care & Control PGAL\Proposal\2 7 22 proposal for 100% DD\PBCACC Scope outline.docx 1 of 1

711 N Dixie Hwy Suite #201, West Palm Beach, FL 33401 Tel: (561) 689-8600 Keshavarz.com



Gentile Glas Holloway O'Mahoney

& Associates, inc Landscape Architects Planners and Environmental Consultants

1907 Commerce Lane Suite 101 Inpiter, Florida 33458 561-573-9557 561-573-5560 FAA Www.2GHO.com

CONTRACT FOR PROFESSIONAL PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

Client: Ian Nestler, Principal

PGAL Architects

791 Park of Commerce Blvd., Suite 400

Boca Raton, FL 33487 PH. (561) 988-4002 INestler@pgal.com

Re:

Professional Planning and Landscape Architectural Services for the Palm Beach County Animal Care & Control Facility in West Palm Beach, Florida.

Job Name: PBC Animal Control Option 3 DD

Date: March 3, 2022

Job Number: 19-0601.3

This is to confirm the authorization to the business entity Gentile Glas Holloway O'Mahoney & Associates, Inc., Landscape Architects, Planners, Environmental Consultants (Landscape Architect | Subconsultant) for the performance of Landscape Architectural Services. The scope of requested services is described herein:

1. Agreement for Services:

The Subconsultant agrees to provide schematic design services to the Client as more fully described in the Scope of Work, and the Client agrees to compensate the Subconsultant (Landscape Architect) for those services under the terms of this Agreement. The Subconsultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Subconsultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

The Owner is *Palm Beach County*. The Prime Consultant is the Architect, PGAL. The scope of work includes the tasks described in below.

TASK 3: DESIGN DEVELOPMENT

- A. Contents of Design Development Design Documents:
 - a. The Landscape Architect shall provide a Basic Landscape Plan, quantities, and locations of groundcover, shrubs, and trees, Irrigation layout Plan. (Tree Mitigation Not included)
 - b. The Landscape Architect will provide an outline of specifications for landscape & irrigation related work.
- B. Design Development Meetings: The Landscape Architect shall attend one (1) Review Meeting and provide one (1) set of revisions based upon said meeting.
- C. CID Review: The Landscape Architect shall respond as needed.
- D. CID Approval: The Landscape Architect shall respond as needed.

DELIVERABLES: Basic Landscape Plan

Irrigation Layout Plan

FIXED FEE:

\$12,557.00

REIMBURSEMENT ALLOWANCE: SCHEDULE:

Included Per Architect

Compensation by Client to Gentile Glas Holloway O'Mahoney & Associates, Inc. for these professional services will be based upon:

Compensation: As noted above

Compensation for services rendered by the Subconsultant, for additional services requested by the Client shall be hourly based upon the following hourly rates as described herein.

- 1. Principal time at an hourly rate of Three Hundred Eleven Dollars and Twenty-Three Cents (\$311.23) an hour.
- 2. Project Manager time at an hourly rate of Two Hundred Twelve Dollars and Twenty-Five Cents (\$212.25) an hour.
- 3. Landscape Architect time at an hourly rate of One Hundred Eleven Dollars and Ninety-Five Cents (\$111.95) an hour.
- 4. CADD Draftsman time at an hourly rate of Eighty-Four Dollars and Thirty-Seven Cents (\$84.37) an hour.
- Administrator time at an hourly rate of Forty-Seven Dollars and Sixty-Four Cents (\$47.64) an hour.

*With thirty day notice hourly rates may be increased to current compensation levels.

1. Reimbursable Expenses:

Reimbursable expenses which are included in the fixed fee consist of actual expenditures made by the Subconsultant in the performance of the Scope of Work for: a) expense of transportation and living expenses concerning out-of-town travel, authorized by the Client; b) expense of transportation concerning local travel, billed to Client at the current IRS rate; c) long distance communications; d) fees paid for securing approval of authorities having jurisdiction over the subject project; e) graphics, presentation materials, renderings and models requested by the Client provided by the Subconsultant or outside Subconsultant's office; f) mailers, postage and handling of drawings and specifications; g) printing and reproductions; h) expense of any additional insurance coverage or limits, including professional liability insurance requested by the Client more than that normally carried by the Subconsultant; i) out of pocket expenses for materials obtained to perform the services of this Agreement.

2. <u>Client's Responsibilities:</u>

The Client shall be responsible for the following:

- A. The Client shall provide full information concerning the Scope of Work, shall set forth the Client's objectives, restraints, and criteria.
- B. The Client shall provide the Subconsultant with all other engineering studies, reports and architectural drawings as may be necessary for submission to the local governments having jurisdiction over the development of the property. The Subconsultant shall rely on the accuracy of these items in the performance of his work.

3. Payment for Services:

The Subconsultant shall bill the Client for its services and reimbursable costs due under this Agreement at such times as it shall deem proper. All invoices are due and payable upon receipt by the Client. Interest, at a rate of 1.5% per month, shall accrue on invoices outstanding more than 30 days. The Subconsultant will stop all work per this Agreement on invoices past due 30 days. Work will not commence until all past due invoices are paid in full. The Subconsultant assumes no responsibility for damages, financial, physical or other, because of work being stopped.

4. <u>Termination of Agreement:</u>

This Agreement is terminable anytime upon notice of the Client or the Subconsultant to the other party. Termination of this Agreement, however, shall not relieve the Client of any responsibility for payment for any services performed by the Subconsultant before receipt of the notice of termination.

5. <u>Extent of Agreement:</u>

LC000177

This Agreement represents the entire Agreement between the Client and the Subconsultant concerning the Scope of Work and may be amended only by written instrument signed by the Client and the Subconsultant. In all respects, the laws of the state shall govern this Agreement of Florida and venue concerning any dispute that may arise under it shall be in Palm Beach County, Florida.

6. <u>Limits of Liability:</u>

The Subconsultant or his Consultants shall not be liable to the Client for indirect, special, reliance, incidental, consequential or exemplary damages (other than personal injury damages) arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services. Pursuant to this section, an individual employee or agent of the Subconsultant may not be held individually liable for negligence arising out of or concerning the performance of the services for this Agreement.

The Subconsultant shall not be responsible for monitoring site plan approval status beyond the date of approval by the local jurisdiction having authority over the project. (Most site plan approvals expire 18-24 months after final approval.)

7. <u>Miscellaneous Provisions</u>

- A. This Agreement is governed by the law of the Subconsultant's Principal place of business.
- B. This Agreement is the entire and integrated agreement between the Client and The Subconsultant and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this agreement only by a written instrument signed by both the Client and the Subconsultant.
- C. In the event that any term or provision of this agreement is found to be unenforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither the Client nor the Subconsultant shall assign this agreement without the written consent of the other.
- E. Irrespective of any other term in this agreement, the Subconsultant shall not be responsible for construction means, methods, techniques, schedules, sequences, or procedures; or for construction safety, or any other related programs; or for another party's failure to complete their work or services in accordance with the Subconsultant's documents.
- F. Client agrees to indemnify, defend and hold harmless the Subconsultant from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys; fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or this agreement, except that the Subconsultant shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by the Subconsultant's errors or omissions.
- G. Should any legal proceeding be commenced between the parties to this agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.
- H. The Client and the Subconsultant waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this agreement. The Subconsultant's waiver of consequential damages, however, is contingent upon the Client requiring the contractor and its subcontractors to waive all consequential damages against the Subconsultant for claims, disputes or other matters in question arising out of or relating to the project.

- I. To the extent that damages are covered by property insurance during construction, the Client and Subconsultant waive all rights against each other and against the contractors, Subconsultants, agents, and employees of the other for such damages. The Client or Subconsultant, as appropriate, shall require of the contractors, Subconsultants, agents and employees of any of them similar waivers in favor or the other parties described in this paragraph.
- J. The Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of improper maintenance for this Project may result in damage to property and or persons. The Client further acknowledges that, as between parties to this agreement, the Client is solely responsible for the results of any lack of or improper maintenance.
- K. Nothing in this agreement shall create a contractual relationship for the benefit of any third party.
- 8. Ownership of Instruments of Service:

Drawings, specifications and other documents, including those in electronic form, prepared by the Subconsultant and the Subconsultant's contractors are Instruments of Service for use exclusively to this Project. The Subconsultant and the Subconsultant's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

9. Retainer:

The Client shall pay a retainer in the amount of Zero Dollars (\$0.00) upon commencement of services or authorization of additional work under this Agreement. Said retainer shall be credited to the last invoice for service.

Confirmation Order	Gentile Glas Holloway O'Mahoney
PGAL	& Associates, Inc. (Subconsulfant)
Ву:	By: Ising M. Whalaayy
Name:	Name: Emily M. O'Mahoney, FASIA, PLA, LEED AP®BD+C
Title:	Title: Partner
Date:	Date: March 3, 2022



AMENDMENT TO PROPOSAL

CLIENT:

PGAL Architects

DATE:

February 7, 2022

PROJECT: PBC – Animal Care and Control

JLRD PROJECT NO.: 120124

In accordance with the proposal for the above referenced project, JLRD, Inc. is hereby authorized to perform the Additional Services requested by the Architect (the Client) as outlined below:

- 1. Perform Mechanical, Electrical, Plumbing and Fire Protection design services associated with the following:
 - a. Provide a complete 100% Design Development submittal, advancing from the 50% Design Development submission (currently part of the base services).

FEES:

Accepted By:

- The contract price shall be adjusted upwards by a lump-sum amount as follows: 1.
 - a. Twenty-Five Thousand Eight Hundred Forty-Eight Dollars (\$25,848.00).

TIME OF PERFORMANCE:

Design modifications will be completed with due diligence following receipt of this executed authorization and receipt of floor plan revision documentation.

Except as modified herein, all other terms and conditions of the original agreement remain in force. Acceptance of this proposal for Additional Services shall be indicated by the signature of a duly authorized official of the Client in the space provided below. Where the Client requires Authorization from the Owner for approval of Additional Services, the Client hereby acknowledges that those approvals have been granted, or that the Client assumes full responsibility for obtaining same, the above stated fees being due to the Engineer regardless of approval of, or payment by, the Owner.

https://jlrdinc-my.sharepoint.com/personal/cgableman jlrdinc com/Documents/Documents/Proposals/Add Services/PGAL PBC Animal Care and Control DDs.doc

Date:



Addendum to ONM&J Contract Dated: June 22, 2020

ADDITIONAL SERVICES

DATE:	February 9, 2022
TO:	PGAL 791 Park of Commerce Blvd., Suite 400 Boca Raton, FL 33487
Attn:	Ian Nestler
PROJECT NAME:	PBC Animal Care and Control – Design Development
ONM&J PROJECT NO.:	
SCOPE OF SERVICES:	
Design development drawing for 50% to 100% Design	gn Development.
Our fee for these services will be \$ 24,000.00.	
Our hourly rates are as follows:	
RATE SCHEDULE Principal	ONAL SERVICES AS MENTIONED ABOVE, THIS O OUR OFFICE. THANK YOU.
AUTHORIZED:	
O'DONNELL, NACCARATO, MIGNOGNA & JACKS Philip J. Rizzo, P.E. Vice President	SON, INC.
PJR/bm	
ACCEPTED BY:	
PRINT NAME:	TITLE:
1655 Palm Beach Lakes Blvd., Suite 204, West Palm Beach Florida West Palm Beach Pennsylva	

Physics of the state of the sta

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Animal Care and Control Renewal / Replacement			SOLICITATION/PROJECT/BID No.: 19201						
NAME OF PRIME RESPONDENT/BIDDER:	PGAL, Inc.			ADDRES	S: _791 Park of Comme	erce Blvd. #400, Bo	e Blvd. #400, Boca Raton, FL 33487		
CONTACT PERSON: Ian A. Nestler, AIA				PHONE I	NO.: 561-988-4002		E-MAIL:_inestler@	@pgal.com	
SOLICITATION OPENING/SUBMITTAL DAT	E: 4/26/2019				MENT: FD+O				
PLEASE LIST THE DOLLAR AMOUNT PLEASE ALSO LIST THE DOLLAR AM PROJECT.									
	(Cheo <u>Non-SBE</u>	k all Applicable Cate	gories) SBE		DOLLAR AMOU	NT OR PERCENTA	GE OF WORK		
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
PGAL 791 Park of Commerce Blvd., Suite 400 Boca Raton, FL 33487	V		Charles to the Charle	and the control of th			\$145,150 ——		
2. Animal Arts 4520 Broadway, Suite E Boulder, CO 80302	~					\$89,245			
3. JLRD 1450 Centrepark Blvd, Suite 350 West Palm Beach, FL 33401	V						\$25,848		
4. ONM&J Structural Engineers 1655 Palm Beach Lakes Blvd. #204 West Palm Beach, FL 33401			~				\$24,000		
 Keshavarz & Assoc. 711 N. Dixie Highway, Suite 201 West Palm Beach, FL 33401 			~		-		-	\$22,700	
(Please use additional sheets if necessary)			Total						
Total Bid Price \$ see next page				- M/WBE Participation	see next page				
I hereby certify that the above information is accur	rate to the best o	f my knowledge:		Signature			7	- Fitle	

Note:

- 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
- 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Animal Care and Control Renewal / Replacement				SOLICITATION/PROJECT/BID No.: 19201				
NAME OF PRIME RESPONDENT/BIDDER:	PGAL, Inc.					erce Blvd. #400, Bo	oca Raton, FL 33487	
CONTACT PERSON: lan A. Nestler, AIA				PHONE NO	D.:561-988-4002		_ E-MAIL: inestler@	Dpgal.com
SOLICITATION OPENING/SUBMITTAL DAT	E: 4/26/2019			DEPARTM				
PLEASE LIST THE DOLLAR AMOUNT PLEASE ALSO LIST THE DOLLAR AM PROJECT.								
	(Chec	k all Applicable Cate	gories) SBE		DOLLAR AMOL	JNT OR PERCENTA	GE OF WORK	
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. 2GHO & Assoc. 1. 1907 Commerce Lane, Suite 101 Jupiter, FL 33458	And the second s		V				\$12,557 —	
2.								
3.								-
4.								
5.				-	-		-	-
(Please use additional sheets if necessary)			Total			\$89,245	\$207,555	\$22,700
Total Bid Price \$_319,500.00	<u></u> .		Total SBE -	M/WBE Participation	\$59,257	_	Evenutive VP	
I hereby certify that the above information is accu	rate to the best o	f my knowledge:		Signature	ennennennennennennennen kanta erikanten erikanten erikanten erikanten erikanten erikanten erikanten erikanten e		Executive VP	- Title

Note:

- 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
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- 3. Modification of this form is not permitted and will be rejected upon submittal.

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: ____ SOLICITATION/PROJECT NAME: Animal Care + Control Renewal/Replacement Prime Contractor: PGAL, Inc. (Check box(s) that apply) □SBE □WBE □MBE □M/WBE ☑Non-S/M/WBE Date of Palm Beach County Certification (if applicable): The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☐Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American □Supplier ☐ Hispanic American ■Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. **Unit Price** Total Price/Percentage Line Item Description Quantity/ Contingencies/ Allowances Item Units Architectural Services \$145,150.00 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$145,150.00 If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. N/A Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant PGAL, Inc. Print Name of Prime Print Name of Subcontractor/subconsultant By: ___ Authorized Signature Authorized Signature lan Nestler Print Name Print Name **Executive Vice President** Title Date: 05/04/2022

Date:

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered

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A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 19201 SOLICITATION/PROJECT NAME: Animal Care and Control Renewal / Replacement _Subcontractor: ONM&J PGAL, Inc. Prime Contractor: (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): $\frac{07/1}{1}$ ☑SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Supplier ☐ Hispanic American ☐ Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Unit Price Quantity/ Total Price/Percentage Line Item Description Contingencies/ Units Allowances Item Structural - 50-100% DD N/A 1 N/A \$ 24,000 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project \$ 24.000 at the following total price or percentage: _ If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant ONM&J PGAL, Inc. Print Name of Subcontra Print Name of Prime //subdonsultant Authorized Signature Authorized Signature Philip J. Rizzo Ian A. Nestler Print Name Print Name Executive VP Vice President Title Date: __03/09/2022 Date: 03/22/2022

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2,

both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 19201 SOLICITATION/PROJECT NAME: Animal Care and Control Renewal / Replacement Prime Contractor: PGAL, Inc. Subcontractor: Keshavarz (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): 10/4/2019. ■SBE □WBE ■MBE □M/WBE □Non-S/M/WBE The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 3 Column 2 ☐ African-American/Black ☐ Asian American ☐ Caucasian American Male □ Female □ Supplier ☐ Hispanic American ☐Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any \$\frac{S/M/WBE}{2}\$ participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line Item Description **Unit Price** Quantity/ Contingencies/ Total Price/Percentage Item Units Allowances Civil Engineering - 50%-100% DD 1 N/A \$22,700 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project \$22,700 at the following total price or percentage: If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant PGAL, Inc. Keshavarz & Associates, Inc. Print Name of Subcontractor/subconsultant Print Name of Prime Authorized Signature **Authorized Signature** Ian A. Nestler Print Name **Executive VP** Title Title 02/07/22 02/07/22 Date: _ Date:

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 19201 SOLICITATION/PROJECT NAME: Animal Care and Control Renewal / Replacement 2GHO | Gentile Glas Holloway O'Mahoney & Assoc. Prime Contractor: PGAL, Inc. (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): _____ ☑SBE □WBE □MBE □M/WBE □Non-S/M/WBE The undersigned affirms they are the following (select one from each column if applicable): Column 2 Column 3 ☑Male □ Female ☐ African-American/Black ☐ Asian American ☑ Caucasian American □ Supplier ☐ Hispanic American ☐ Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line Item Description Unit Price Quantity/ Contingencies/ Total Price/Percentage Item Units **Allowances** Landscape and Irrigation - 50%-100% DD N/A 1 N/A \$12,557.00 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project \$12,557.00 at the following total price or percentage: If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant PGAL, Inc. Gentile Glas HollowayO'Mahoney & Associates, Inc. Print Name of Prime Print Name of Subcontractor/subconsultant Authorized Signature **Authorized Signature** Emily/M/O'Mahoney Ian A. Nestler Print Name Print Name **Executive VP** Partner Title Title

March 3, 2022

Date:

Revised 09/17/2019

March 3, 2022

Date: _

Project Name: 1920 Project Number: 1920 Contract/CSA/Supplement Number: 1920 Project
CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:
N/A
(Attach additional sheets as needed.)
CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.
CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.
If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.
THIS DISCLOSURE is submitted by
EXECUTIVE VICE President of JEAL, INC. (Title/Position) (Firm Name of Consultant)
who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant. (Signature) (Date)

PROJECT: 19201 Animal Care and Control Comparative Study

CONSULTANT represents that it presently has no in any manner with the performance of services for	interest, either direct or indirect, which would or could conflict the County, except as follows:
N/A. No conflicts exist.	
(Attach additional sheets as needed.)	
signing below, CONSULTANT certifies that the i	having any interest shall be employed for said performance. By information contained herein is true and correct and constitutes y influence or appear to influence CONSULTANT'S judgment.
interest that may arise in the future through any p which may influence or appear to influence CONS the County. Such written notification shall identif the nature of work that CONSULTANT may under	NTY in writing by certified mail of all potential conflicts of prospective business association, interest or other circumstance SULTANT'S judgment or quality of services being provided to by the prospective business association, interest or circumstance, atake and request an opinion of the COUNTY as to whether the opinion of the COUNTY, constitute an unacceptable conflict of
CONSULTANT would constitute an unacceptable	prospective business association, interest or circumstance of e conflict of interest to the COUNTY, the COUNTY shall so all not enter into said association, interest or circumstance.
THIS DISCLOSURE is submitted by	Heather E. Lewis, as (Name of Individual)
_Principal of	Animal Arts
(Title/Position)	(Firm Name of Consultant)
misrepresentation by the Consultant on this Disclosus sanctions against future County business with the Consultant on the Consultant on this Disclosus	
Haatur	1-22-2020
(Signature)	(Date)

PROJECT - Animal Care & Control Renewal / Replacement

CONSULTANT represents that it p in any manner with the performance		ect or indirect, which would or could conflict as follows:
N/A		
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(Attach additional sheets as needed)	
signing below, CONSULTANT ce	rtifies that the information contain erest which may influence or appe	shall be employed for said performance. By ed herein is true and correct and constitutes ar to influence CONSULTANT'S judgment
interest that may arise in the futur which may influence or appear to the County. Such written notificat the nature of work that CONSULT	e through any prospective busines influence CONSULTANT'S judgm ion shall identify the prospective be ANT may undertake and request a would, in the opinion of the COU	s certified mail of all potential conflicts of s association, interest or other circumstance ment or quality of services being provided to usiness association, interest or circumstance, n opinion of the COUNTY as to whether the JNTY, constitute an unacceptable conflict of
CONSULTANT would constitute	an unacceptable conflict of intere	ss association, interest or circumstance of st to the COUNTY, the COUNTY shall so id association, interest or circumstance.
THIS DISCLOSURE is sub	nitted by Charles Gableman	, as
	(Name of Indiv	idual)
President	, of Johnson, Levinso	
(Title/Position)	(Firm Nar	ne of Consultant)
who hereby certifies that the information misrepresentation by the Consultant sanctions against future County business.	on this Disclosure is considered an	t. Further, it is hereby acknowledged that any unethical business practice and is grounds for
	Chal Sell	O-4-1 15 2022
	(Signature)	October 15, 2020 (Date)

PROJECT: Animal Care and Control Renewal Replacement Project # 19201

CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:
NONE
(Attach additional sheets as needed.)
CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.
CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.
If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.
THIS DISCLOSURE is submitted by PHILIP J. RIZZO, as (Name of Individual)
Vice President , of ONM&J. Inc
(Title/Position) (Firm Name of Consultant)
who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant September 15, 2020
(Signature) (Date)

PROJECT 19201 Animal Care and Control Comparative Study

	None	
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(Attach additional sheets as needed.)		
signing below, CONSULTANT certi	hat no person having any interest shall be employed for said per tifies that the information contained herein is true and correct rest which may influence or appear to influence CONSULTAI to the County.	and constitutes
interest that may arise in the future to which may influence or appear to infithe County. Such written notification the nature of work that CONSULTAL	tify the COUNTY in writing by certified mail of all potent through any prospective business association, interest or other iffuence CONSULTANT'S judgment or quality of services been shall identify the prospective business association, interest of NT may undertake and request an opinion of the COUNTY as would, in the opinion of the COUNTY, constitute an unaccept JLTANT.	er circumstance ing provided to r circumstance, to whether the
If, in the sole opinion of the CO	DUNTY, the prospective business association, interest or circumstance ptable conflict of interest to the COUNTY, the COUNTY shall not enter into said association, interest or circumstance.	JNTY shall so
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state in the notification and the CONS	itted by <u>Mark A. Williams, P.B.</u> (Name of Individual)	, as
state in the notification and the CONS	(Name of Individual)	, 85

PROJECT PBC Animal Control CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows: (Attach additional sheets as needed.) CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT. If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance. THIS DISCLOSURE is submitted by Emily M. O'Mahoney as (Name of Individual) 2GHO, Gentile Glas Holloway O'Mahoney & Assoc. Partner, (Title/Position) (Firm Name of Consultant) who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant

(Signature)

11.22.20



Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000959	PGAL		Compliant			-			
		Ag , XV	Continental Insurance Company	6043241361	8/12/2021	8/12/2022	Excess Liability		
		A , XV	Continental Casualty Company	6043241375	8/12/2021	8/12/2022	General Liability		
		A+ , XV	Berkley Insurance Company	AEC903876906	8/12/2021	8/12/2022	Professional Liability	,	
		Ag , XV	National Fire Insurance Compan of Hartford	y 643241344	8/12/2021	8/12/2022	Workers Comp		

Risk Profile:

Standard - Professional Services

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity:



04/25/2022

Mr. Richard Avery Palm Beach County Facilities Development & Operations Department 2633 Vista Parkway West Palm Beach, FL 33411

Re: County Project Number 19201 - Animal Care and Control Design Services

2 672700 012 47, A 973 2 3873, BOT LOATIN DACHARDEC PT WORTH CENTE ANDERS EN LAS VERAS MANAGER SANGER SANGER

Letter of Authorization

Dear Rich:

Please let this letter serve as authorization that Carl J Conner, a Principal with PGAL Inc, may sign all agreements on behalf of PGAL, Inc, associated with Palm Beach County Project 1920 I - Animal Care and Control and as part of Palm Beach County contract number R2019-08984, including CSA #5.

Respectfully Submitted,

lan Nestler, AIA

Executive Vice President, PGAL, Inc.

Consultant: PGAL, Inc. Total: \$1,192,061.00 \$338,690.00 28.41% 28.41% Contract Award Date: 2-Jul-19

Resolution Number: R2019-0984

Annual Type: Architectural Services - Animal Care & Control

Monitored By: Fernando Del Dago

Prefix	CSA#	Amount	SBE Amount	Requested By	Request Date	Project#	Services	Approved	Appr'd By	SBE %
								2-Jul-19	ECC	
	1	\$155,160	\$52,276	Rich Avery	22-Jul-19	19201		24-Jul-19	DIR	33.69%
	2	\$39,868	\$8,020	Rich Avery	17-Jan-20	19201	Additional servuces - completion of design options	26-Feb-20	DIR	20.12%
	3	\$23,276	\$5,999	Rich Avery	15-Jun-20	19201	Value Engineering option study	15-Jul-20	DIR	25.77%
	4	\$654,257	\$213,138	Rich Avery	10-Aug-20	19201	Design services	17-Nov-20	BCC R2020- 1779	32.58%
	<u>5</u>	\$319,500	\$59,257	Rich Avery	23-Mar-22	19201	Design Services for 50% - 100% DD			18.55%
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	Total:	\$1,192,061	\$338,690			areal and				28.41%