

BOARD OF COUNTY COMMISSIONERS

DATE: June 23, 2015
AGENDA ITEM NO. 19

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Second Amendment – Professional Design Build Services for the Pinellas County Health Facility known as the Bayside Health Clinic, Phase 1 and 2
Contract No. 123-0276-NC (RM)

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Andrew Pupke, Director / Joe Lauro, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH CREATIVE CONTRACTORS, INC. (CREATIVE CONTRACTORS), CLEARWATER, FLORIDA FOR PROFESSIONAL DESIGN BUILD SERVICES FOR THE PINELLAS COUNTY HEALTH FACILITY KNOWN AS THE BAYSIDE HEALTH CLINIC (CLINIC), PHASE 1 AND 2.

IT IS FURTHER RECOMMENDED THAT AFTER EXECUTION BY THE CONTRACTOR AND APPROVAL BY THE COUNTY ATTORNEY, THE CHAIRMAN SIGN THE SECOND AMENDMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

On June 3, 2014, the Board directed staff to downsize the Clinic. With new direction, Creative Contractors stopped work and made adjustments to the scope of work to downsize the Clinic from sixteen thousand (16,000) square feet to three thousand (3000) square feet.

The Second Amendment revises the scope of work to reflect the downsized Clinic and contains the following:

- Lump Sum Price (LSP) Agreement
- Modifies the original scope of work and removes the requirements for twenty four (24) hour medical respite care
- Revises the milestones and deliverables for Phase 1 and Phase 2
- Revises the fees for both the design and permit allowances for a revised total not-to-exceed amount of \$243,762.00 for Phase 1
- Recognizes the address for the Clinic to be 14808 49th Street, North, Clearwater, Florida

On February 25, 2014, the Board approved the contract for professional design build services for the Clinic with Creative Contractors. There are two (2) phases to the contract: Phase 1 includes programming, schematic design, and development of construction documents for subcontractor bidding to develop a LSP; Phase 2 is the building construction phase.

After award, Creative Contractors began work on the original design for a sixteen thousand (16,000) square foot Clinic. The objective of the original project plan was to provide a health care facility that served as a medical home to meet the needs of homeless individuals through in-house medical care and social support services. Additionally, the Clinic was to house a twenty-four (24) hour/day medical respite facility to provide convalescent care for clients recently released from a hospital.

As an extension of the Mobile Medical Unit, the Clinic will leverage existing services and resources for day to day clinic operations. Upon construction, the clinical services currently located within Safe Harbor will be transitioned to the new facility to provide access to area homeless. These services will be supplemented with existing Department of Health Encounter Funding for primary care and dental services to expand access at the location. Additionally, behavioral health services will be delivered through existing Pinellas County Health Program agreements.

The project will be constructed with Leadership in Energy and Environment Design (LEED) recommendations but will not be LEED certified due to cost considerations.

Total project time is estimated to be three hundred (300) consecutive calendar days from the proposed commencement date of July 1, 2015, resulting in a final completion date of April 26, 2016.

Fiscal Impact/Cost/Revenue Summary:

Phase I	\$ 243,762.00
Phase 2 Lump Sum Price	\$1,809,066.00 (inclusive of FF&E budget)
Total	\$2,052,828.00

Furniture, fixtures and equipment (FF&E) for the Clinic are fully incorporated into the grant budget and included within the design build contract. The FF&E budget for the site is \$302,452.00.

Direct services are estimated at \$532,720.00 in the FY16 budget. The location will leverage existing service and encounter funding from Safe Harbor, a service expansion grant and encounter funding integrated to deliver services at the new access point. The facility expenses for FY16 are estimated at \$80,950.00 inclusive of utilities, maintenance, and alarm monitoring and insurance. Facility expenses will be charged through the County indirect cost allocation process and supplemented by Health Program funds within the Department of Human Services budget appropriation. Additionally, service utilization costs for specialty care and pharmacy services will be tracked and managed as needed within existing Human Services Health Program funding.

Owner contingency in the amount of \$78,955.00 is included in the LSP cost. Funding for this project will be derived from a U. S. Department of Health and Human Services Capital Grant in the amount of \$5,000,000.00, which was reduced to the amount of \$2,052,828.00 to reflect the size and scope of the new Clinic.

Exhibits/Attachments:

Contract Review
LSP Amendment Agreement Form and all exhibits and attachments
Location Map



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS

NO.:

43707

PROJECT: Second Amendment Professional Design Build Services for Pinellas County Health Facility - Lump Sum Price Amendment

RFP NUMBER: 123-0276-NC(RM)

REQ. NUMBER:

TYPE: ☐ Purchase Contract ☒ Other: CCNA ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages:

PRODUCT ONLY ☐

This is a continuing contract ☐ this is a non-continuing contract ☒

Estimated Expenditure: \$ 4,500,000.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Ass't. Director Ruby McKenzie Mgr	5/21/15		Revised draft Per S. Smith RE M. Lauro Through contract review LEGAL REVISIONS WILLIAMSON 6/2/15 EMAIL RM	
2.	<u>Real Estate Management</u> Andrew Pupke, Director John Smith Project Mgr				

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.

If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)				HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams				
5.	<u>Legal</u> Attn: Miles Bekinap Jason Ester				
6.	<u>Asst. County Administrator</u> Paul Sacco	5/21/15		See Attached edits	

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Ruby McKenzie at Extension 4-3795
In order to meet the following schedule, please return your requirements to Purchasing by:

TENTATIVE DATES

RFP Mail Out:
RFP Opening:
BCC Approval: 6/23/2015



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

**CATS
NO.:**

43707
47307

PROJECT: Second Amendment Professional Design Build Services for Pinellas County Health Facility - Lump Sum Price Amendment

RFP NUMBER: 123-0276-NC(RM)

REQ. NUMBER:

TYPE: ☐ Purchase Contract ☒ Other: CCNA ☐ Construction-Less than \$100,000 ☐ One Time

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RISK MANAGEMENT: Please enter required liability coverage on pages:

PRODUCT ONLY ☐

This is a continuing contract ☐ this is a non-continuing contract ☒

Estimated Expenditure: \$ 4,500,000.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Ass't. Director Ruby McKenzie Mgr	4/15/15		Per S. Smith REMARKING THAT CONTRACT REVIEW LEGAL AMENDMENT FOR PERMANENT WARRANTY - 4/15/15 MAIL FOR	
2.	Real Estate Management Andrew Pupke, Director John Smith Project Mgr	05/20/15 5-2-15		Revised construction schedule (Attachment 4)	

Using Dept please provide below information:

☒ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	5/20/15	GW	Insurance requirements in original agreement.	HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	5/21/15	CBW		
5.	Legal Attn: Miles Bekinap Jason Ester	5/21/15	MB	Reorder + list (see EN)	
6.	Asst. County Administrator Paul Sacco				

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Ruby McKenzie at Extension 4-3795
In order to meet the following schedule, please return your requirements to Purchasing by:

TENTATIVE DATES

RFP Mail Out:
RFP Opening:
BCC Approval: 6/23/2015

EXHIBIT N
LUMP SUM AMENDMENT AGREEMENT FORM

Pursuant to Sections 3B and 5A of the Design Build Agreement, dated _____, between The Board of County Commissioners of Pinellas County, Florida ("Owner") and Creative Contractors Inc ("Design Builder"), for the design and construction of the Pinellas County Health Facility AKA Bayside Health Clinic ("Project"), Owner and Design Builder establish the Lump Sum Price and Contract Time for all the Work as set forth below and additionally agree to the amendments contained in the revised Exhibits attached hereto and incorporated herein by reference:

ARTICLE 1

SCOPE OF WORK

The scope of the Work consists of the design and construction of the Project in accordance with the Agreement, this Amendment, the amended Exhibits L, M, O, P, Q, and R, and other Contract Documents listed as Attachments 1 through 6 below, which are hereby incorporated into and made a part of the Amendment by this reference:

Attachment Number	Description	Pages	Dated
1.	List of Drawings and Specifications	1 through 3	5/5/15
2.	Schedule of Values	1 through 6	5/5/15
3.	Assumptions and Clarifications	1 through 3	5/5/15
4.	Completion Schedule	__through __	5/5/15
5.	List of Subcontractors and Major Suppliers	1 through 3	5/5/15
6.	Allowance	1 through 1	5/5/15

ARTICLE 2

LUMP SUM PRICE

2.1 The Lump Sum Price for the Work, as defined in Section 3B of the Agreement, is One million, eight hundred nine thousand, sixty-six dollars and no cents (\$1,809,066.00).

2.2 Monthly installment payment of the Lump Sum Price shall be based upon the percent completion of the designated portion of the Work for each particular month.

2.3 In order to efficiently and timely address certain Change Order situations that may arise during Phase 2, the parties have agreed to establish an Owner controlled contingency within the Lump Sum Price in the amount of Seventy-eight thousand, nine hundred fifty-five dollars and no cents (78,955.00) ("Owner's Contingency"). The Design Builder acknowledges and agrees that any change work which is to be charged against the Owner's Contingency must be approved in advance in a Change Order or Construction Change Directive signed by Owner's Representative. The Owner reserves the right, at its sole discretion, to withhold its consent on Owner's Contingency expenditures. Unused Owner's Contingency remaining at Substantial Completion will be deducted from the Lump Sum Price. Design Builder has no entitlement to any portion of any unused Owner's Contingency.

2.4 If the parties agree to establish Allowances within the Lump Sum Price, said Allowances items and amounts will be identified in Attachment 6. Design Builder shall not proceed with any portion of the Work associated with the aforesaid Allowances ("Allowance Work") without first obtaining Owner's express written authorization to proceed with said Allowance Work.

2.5 Design Builder recognizes that this Contract includes work for trench excavation in excess of five feet deep. Design Builder acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Design Builder certifies that the required trench safety standards will be in effect during the period of construction of the Project and Design Builder agrees to comply with all such required trench safety standards.

2.5.1 The amount of One thousand dollars and no cents (\$1000.00) has been separately identified in Attachment 2, Schedule of Values, for the cost of compliance with the required trench safety standards; said amount is included within the Lump Sum Price.

ARTICLE 3

CONTRACT TIME

3.1 The Phase 2 Commencement Date for the Work is seven days from issuance of permit and filing of Notice of Commencement on or about July 1, 2015. The total period of time beginning with the Phase 2 Commencement Date through the date required for Substantial Completion of the Work is Three hundred (300) consecutive calendar days ("Contract Time"). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS April, 26, 2016.

3.2 Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Design Builder's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from Design Builder for each calendar day Design Builder fails to achieve Substantial Completion for the Designated Work within the Contract Time.

ARTICLE 4

MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Design Builder agree that the terms of this Amendment shall prevail and control.

Owner

Design Builder

By: _____

By: _____

Print Name: _____

Print Name: Joshua Bomstein

Its: _____

Its: President

Date: _____

Date: _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

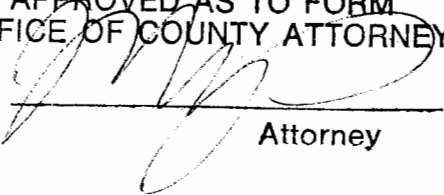
By 
Attorney

EXHIBIT L
PHASE 1 AND PHASE 2 PROJECT DESIGN MILESTONES AND DELIVERABLES

I. Phase 1
Project Design Milestones and Deliverables

Time Period	Project Phases
<p style="text-align: center;">October 14, 2014 to November 21, 2014</p>	<p>Pre-Design Phase</p> <ul style="list-style-type: none"> • Programming Design • User Group Meetings • Conceptual Design • Schematic Design • Bid, Award, Conduct Topographic Survey, Geo-Technical Survey and Environmental Study • Owner Review Meetings • Development of Project • Commence Re-zoning
<p style="text-align: center;">January 19, 2015 to February 25, 2015</p>	<p>Design Development Phase</p> <ul style="list-style-type: none"> • Design Development Documents • Complete Re-zoning • Develop Owner's FF&E List • Owner Review Meetings • Review, Approve Design Development Plans and Budget
<p style="text-align: center;">March 2, 2015 to July 10, 2015</p>	<p>Bidding and Permit Phase</p> <ul style="list-style-type: none"> • 50% Construction Documents • SWFWMD Permit Application & Process • Building Permit Application & Process • Bidding Process with Subcontractors and Suppliers • Refinement of the Project Schedule • Owner Review Meetings • Development of Lump Sum Price Proposal • Deliver Lump Sum Price Amendment • Approval of Lump Sum Price Amendment • Obtain SWFWMD Permit • Obtain Building Permit • Mobilization of Project Site • Award of Subcontracts and Purchase Orders

II. Phase 2
Project Design Milestones and Deliverables

Time Period	Project Phases
June 1, 2015 To July 10, 2015	Final Design Phase <ul style="list-style-type: none">• 100% Construction Documents
July 10, 2015 To February 1, 2016	<ul style="list-style-type: none">• Contract Administration• Construction• As-Builts/Project Close-out

EXHIBIT M
Design Professionals



Pinellas County Health Facility

Design Professional, Engineers, & Contractors

Contractor:	Creative Contractors, Inc.	Clearwater, Florida 33755
Architect:	Mason Blau and Associates	Clearwater, Florida 33764
Civil Engineer:	George F. Young, Inc.	St. Petersburg, Florida 33701
Geotechnical:	Driggers Engineering Services	Clearwater, Florida 33762
Structural Engineer:	McCarthy and Associates, Inc.	Clearwater, Florida 33764
Mechanical Engineer:	Griner Engineering, Inc.	St. Petersburg, Florida 33713
Fire Protection Engineer:	Griner Engineering, Inc	St. Petersburg, Florida 33713
Electrical Engineer:	M. P. Spychala & Associates	Oldsmar, Florida 34677
Interior Design:	MLE Designs, Inc.	Tampa, Florida 33901
Landscape Architect:	Terra Tectonics Design Group	Clearwater, Florida 33765

Attachment 1
List of Drawings, Specifications, and Addendums

(See Attached)

N/A

Attachment 2
Schedule of Values

(See Attached)

CONTINUATION SHEET

replication of AIA DOCUMENT G703

PAGE 1 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER:

APPLICATION DATE: 5/27/2015

PERIOD TO:

CCI PROJECT NUMBER: 0

PROJECT NAME:

PROJECT NAME: _____										
A	B		C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	TRADE CONTRACTOR	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPL. & STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Site work & Utilities, Paving		\$ 197,209		0	0	0	0%	197,209	0
2	Landscape /Irrigation		\$ 23,663		0	0	0	0%	23,663	0
3	Fencing		\$ 5,750		0	0	0	0%	5,750	0
4	Concrete / Masonry		\$ 93,468		0	0	0	0%	93,468	0
5	Structural Steel		\$ 36,255		0	0	0	0%	36,255	0
6	Rough Carpentry		\$ 4,594		0	0	0	0%	4,594	0
7	Finish Carpentry		\$ 50,478		0	0	0	0%	50,478	0
8	Insulation		\$ 1,310		0	0	0	0%	1,310	0
9	Roofing		\$ 37,630		0	0	0	0%	37,630	0
10	Caulking		\$ 2,750		0	0	0	0%	2,750	0
11	Doors /Frames /Hardware		\$ 20,875		0	0	0	0%	20,875	0
12	Glass		\$ 29,489		0	0	0	0%	29,489	0
13	Drywall		\$ 43,138		0	0	0	0%	43,138	0
14	Stucco		\$ 26,610		0	0	0	0%	26,610	0
15	Acoustical		\$ 4,325		0	0	0	0%	4,325	0
16	Flooring		\$ 25,155		0	0	0	0%	25,155	0
17	Painting		\$ 11,062		0	0	0	0%	11,062	0
18	Specialties		\$ 19,366		0	0	0	0%	19,366	0
19	Monument Sign		\$ 2,500		0	0	0	0%	2,500	0
20	Canopies		\$ 18,945		0	0	0	0%	18,945	0
21	Roller Shades		\$ 4,525		0	0	0	0%	4,525	0
22	Owner Equipment		\$ 302,452		0	0	0	0%	302,452	0
23	Fire Protection		\$ 9,750		0	0	0	0%	9,750	0
24	Plumbing		\$ 40,986		0	0	0	0%	40,986	0
25	HVAC		\$ 93,760		0	0	0	0%	93,760	0
26	Electrical		\$ 127,500		0	0	0	0%	127,500	0
27	Surveying and Material Testing		\$ 14,369		0	0	0	0%	14,369	0
28	Misc. Project Costs		\$ 34,071		0	0	0	0%	34,071	0
29	Security system		\$ 35,092		0	0	0	0%	35,092	0
30					0	0	0		0	0
31	PHASE 2 - Architects & Engineers fees		\$ 56,050		0	0	0	0%	56,050	0
32					0	0	0		0	0
33	General Liability Insurance		\$ 6,910		0	0	0	0%	6,910	0
34					0	0	0		0	0
35	General Conditions		\$ 151,075		0	0	0	0%	151,075	0
36					0	0	0		0	0
37	Builders Risk Insurance Allowance		\$ 8,398		0	0	0	0%	8,398	0
38					0	0	0		0	0
39	Contingency		\$ 78,955		0	0	0	0%	78,955	0
40	Performance & Payment Bond		\$ 15,120		0	0	0	0%	15,120	0
	TOTAL PAGE ONE		1,633,385	0	0	0	0	0%	1,633,385	0

CONTINUATION SHEET

replication of AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

APPLICATION NUMBER:

APPLICATION DATE: 5/27/2015

PERIOD TO:

CCI PROJECT NUMBER: 0

PROJECT NAME:

0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPL. AND STORED TO DATE (D + E + F)	% (G / C)		
	SUBTOTAL PAGE ONE	1,633,385	0	0	0	0		1,633,385	0
53	Design / Builder Fee	\$ 115,681		0	0	0	0%	115,681	0
54				0	0	0		0	0
55				0	0	0		0	0
56	Administrative and Legal Expenses	60,000		0	0	0	0%	60,000	0
	TOTAL PAGE TWO	1,809,066	0	0	0	0	0.00%	1,809,066	0

Attachment 3

Assumptions and Clarifications

(See Attached)

N/A

Attachment 4

Completion Schedule

(See Attached)

NA

Attachment 5
List of Subcontractors and Major Suppliers

(See Attached)

NA

Attachment 6
Phase 2 Allowances

SCHEDULE OF ALLOWANCES

[illegible]

EXHIBIT O

SCOPE OF SERVICES

SCOPE OF PHASE 1 SERVICES

1. DESCRIPTION OF PROJECT:

- 1.1 This Project consists of the design and construction of a health care facility to be located at 14790 – 49th Street, Clearwater, FL that will provide in-house medical and dental care, and social support services.

2. PROGRAM VERIFICATION:

- 2.1 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.
- 2.2 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements and other technical materials and requirements prepared by or for Owner. Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria. Design-Builder shall continue at Owner's direction until a detailed Final Program has been completed and has been approved by the Owner.
- 2.3 Design Builder shall review the Owner's budget and any applicable cost estimates as compared to the Owner's Design Criteria Package and the Final Program. The Design Builder shall confirm in writing to the Owner whether the Project can be designed and successfully constructed within the limits of the Owner's budget and program constraints.
- 2.4 Design Builder shall submit a presentation of results of user interviews and building program update, including the following: description of building functions and unique activities

3. SCHEMATIC DESIGN:

- 3.1 Design-Builder shall prepare three (3) Preliminary Conceptual Design Plans. The Schematic Design Documents will be based upon the Final Program. The Schematic Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Schematic Design Documents and agree upon what revisions, if any, should be made. Owner shall have final approval of such revisions, and Design-Builder shall perform such revisions. Design-Builder shall meet with Owner during Schematic Design as often as required until a Final Schematic Design has been completed and has been approved by the Owner. Design Builder shall certify that the Final Schematic Design totally complies

with the Final Program except for such deviations that expressly have been brought to the Owner's attention and approved by Owner in writing. Design Builder shall prepare and include a statement with comments concerning constructability of the project and a cost estimate for construction in the Final Schematic Design.

- 3.2 Owner's acceptance of Schematic Design Documents in no way relieves Design Builder of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.
- 3.3 Design Builder shall work with the Project Manager and other users of the Project to meet design requirements and identify the areas within the facility design which offer the greatest potential for the elimination of unnecessary costs. The requirements of the Final Program shall not be eliminated as value engineering items, except with the Owner's express written approval.
- 3.4 Design Builder shall conduct a pre-submittal document review meeting with the Owner's Project Manager prior to submission of the Schematic Design Documents. Design Builder shall be required to conduct at least one formal presentation at completion of this phase to demonstrate how Owner's previously submitted comments have been incorporated into the design documents.
- 3.5 All Schematic Design Documents prepared by or for Design Builder are subject to Owner's review and approval. At completion of the Schematic Phase 1, Design Builder shall submit the Schematic Design Documents to the Project Manager for review and comment. Design Builder shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to the Owner's Project Manager who will respond within 14 days of receipt. Design Builder shall revise the Schematic Design Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Design Development Phase.
- 3.6 As part of Phase 1 Services, Design Builder will be required to provide Owner with a cost estimate as part of the Schematic Design Documents, together with a written explanation for all variances between that cost estimate and Owner's approved Project budget. The cost estimate format shall be subject to Owner's approval and may require electronic submission of cost estimate information. If Design Builder's cost estimate or any other estimate prepared by or for Owner based upon the Schematic Design Documents indicate that costs will exceed Owner's approved Project budget, Design Builder shall revise the Schematic Design Documents to bring them within Owner's approved Project budget. Unless design changes are caused by the Owner, Design Builder shall be solely responsible for all costs and expenses which it may incur in revising the Schematic Design Documents to bring them within Owner's approved Project budget. Design Builder shall also provide Owner with an updated Project Schedule.

4. DESIGN DEVELOPMENT PHASE:

After Owner's review and approval of the Schematic Design Documents and issuance of Owner's written authorization to proceed, Design Builder shall commence the Design Development services and perform the following:

- 4.1 Design Builder shall prepare Design Development Documents based on the final Schematic Design as approved by the Owner in Section 3 hereof. Design Development Documents shall further develop Schematic Design to a level of definitiveness and detail to fix and describe the size and character of the various Project components and each Project discipline and system as may be appropriate for this state of development including long lead and special order materials and equipment, which will permit determination of whether the facility can be satisfactorily constructed in all task areas by all disciplines.
- 4.2 Design Builder shall continue developing the civil, architectural, structural, mechanical, electrical, security, plumbing, and other discipline's responsibilities to establish a final scope and details for that discipline's work.
- 4.3 Design Builder shall perform materials research and prepare specifications specific to project requirements in draft form.
- 4.4 Design Builder shall identify and properly coordinate the requirements of the various utility services that have an impact upon the project design. Drainage investigations and drainage designs shall be coordinated with storm water management district having jurisdiction on the site.
- 4.5 Design Builder shall evaluate alternative ideas in terms of their feasibility to construct, time, and cost. Design Builder shall work with the Owner's Project Manager and other users of the Project to meet design requirements and identify the areas within the facility design, which offer the greatest potential for the elimination of unnecessary costs.
- 4.6 The parties shall meet to discuss the Design Development Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during Design Development as often as required until a final set of Design Development Document have been completed by Design Builder and approved by Owner. Design Builder shall prepare and include a statement with comments concerning constructability of the Project and a Project cost estimate, all based upon the final set of Owner approved Design Development documents.
- 4.7 Design Builder will develop selected alternative ideas in detail with emphasis on their technical durability, constructability and life cycle cost.
- 4.8 Design Builder's final Design Development Documents submittal and presentation shall include, but not be limited to, the requirements found in the Final Program, except to the extent such requirements have been expressly waived by Owner in writing. Design Builder shall certify that the final approval of Design Development Documents fully comply with the Final Program except for such deviations that have been expressly approved in writing by Owner.
- 4.9 Design Builder shall conduct a pre-submittal document review meeting with the Owner's Project Manager prior to submission of the Design Development Documents. Design Builder, may be required, to conduct at least one presentation at completion of this phase to demonstrate how Owner's previously submitted comments were incorporated into the design documents.
- 4.10 All Design Development Documents prepared by or for Design Builder are subject to Owner's review and approval. At completion of the Design Development Phase, Design Builder shall submit the Design Development Documents to the Project Manager for

review and comment. Design Builder shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to the Owner's Project Manager who will respond within 14 days. Design Builder shall revise the Design Development Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Construction Documents Phase.

- 4.11 As part of Phase 1 Services, Design Builder will be required to further develop and update the cost estimate as part of the Design Development Documents and bring to Owner's attention in writing any variances between that updated cost estimate and Owner's approved Project budget. Cost estimate format shall be subject to Owner's approval and may require electronic submission of cost estimate information. If Design Builder's updated cost estimate or any other estimate prepared by or for Owner based upon the Design Development Documents indicate that costs will exceed Owner's approved Project budget, Owner may elect to modify its budget and/or require Design Builder to revise the Design Development Documents to bring them within Owner's approved Project budget. Design Builder shall be solely responsible for all costs and expenses which it may incur in revising the Design Development Documents to bring them within Owner's approved Project budget. Design Builder shall also update the Project Schedule.

5. CONSTRUCTION DOCUMENTS:

After Owner's review and approval of the Design Development Documents and issuance of Owner's written authorization to proceed, Design Builder shall commence the Construction Documents services and perform the following:

5.1 Design Builder shall prepare Construction Documents up to a 50% completion level based on the final Design Development Documents approved by the Owner in Section 4 hereof. Construction Documents shall include calculations and shall set forth each discipline's requirements in detail and into a cohesive and coordinated whole based upon the approved Design Development Documents, the Final Program and consultation with the Owner. The parties shall meet to discuss the 50% complete Construction Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during Construction Documents as often as required until 50% complete Construction Documents have been approved by the Owner. The 50% complete Construction Documents will include 90% complete specifications in CSI format.

5.2 Proposal. Based on the 50% complete Construction Documents approved by the Owner in Section 5.1 hereof, and any other documents upon which the parties may agree, Design Builder shall submit a proposal to Owner (the "Proposal") within forty-five (45) days, which shall include the following unless the parties mutually agree otherwise:

- 5.2.1 a proposed Lump Sum Price for completion of the construction documents, all permitting, and construction of the Project.
- 5.2.2 an updated Project Schedule and date of Substantial Completion of the Project upon which the Lump Sum Price for the Project is based.
- 5.2.3 all other information necessary for the parties to enter into Phase 2, with the accompanying General Conditions of Contract.

- 5.3 Review of Proposal. Design Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Design Builder of such comments or findings. If Design Builder finds the revisions acceptable, Design Builder shall, upon receipt of Owner's notice, adjust the Proposal.
- 5.4 At the completion of the 50% Construction Documents, Design Builder will provide a certification from itself and its Design Professional 1) that the Construction Documents comply with the Final Program except for such deviations that have been expressly approved in writing by Owner.
- 5.5 Completion of This Phase of the Agreement. Design Builder's services under this Phase 1 of the Agreement shall be deemed completed upon meeting with Owner to discuss the Proposal and making those revisions to the Proposal, if any, Design Builder finds acceptable.

EXHIBIT P

SCOPE OF SERVICES

SCOPE OF PHASE 2 SERVICES

After Owner's review and approval of the 50% Construction Documents and upon the Parties' ability to reach agreement as to the Proposal evidenced by the Parties' execution of the Lump Sum Amendment, and Owner's written authorization to proceed, Design Builder shall provide the following:

1. COMPLETION OF CONSTRUCTION DOCUMENTS

- 1.1 Design-Builder shall prepare Construction Documents up to a 100% completion level based on the final 50% Construction Documents approved by the Owner in Section 5 hereof. Construction Documents shall include calculations and shall set forth each discipline's requirements in detail and into a cohesive and coordinated whole based upon the approved 50% Construction Documents, the Final Program and consultation with the Owner. The parties shall meet to discuss the 100% complete Construction Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during completion of the Construction Documents as often as required until 100% complete Construction Documents have been approved by the Owner. The 100% complete Construction Documents will include 100% complete specifications in CSI format.
- 1.2 At the completion of the 100% Construction Documents, Design Builder will provide a certification from itself and its Design Professional 1 that the Construction Documents comply with the Final Program except for such deviations that have been expressly approved in writing by Owner.
- 1.3 Design Builder shall furnish documents in type, format, version and quantities indicated in the Final Program. Design Builder shall provide Owner with reproducible copies of all design documents, including electronic copies if so required by the Owner.

2. BUILDING PERMIT PHASE

- 2.1 Design Builder is responsible for applying for and obtaining all necessary and required building permits and approvals for the Project.
- 2.2 As part of the building permit application package, the Design Builder shall provide the applicable building permit office with the number of complete sets of signed and sealed Construction Documents. Each of the drawings and the cover sheet of the Project Manual shall be signed, sealed, and dated by the Design Builder.

3. CONSTRUCTION

- 3.1 Design Builder shall provide the following services in addition to all other Phase 2 Services required by the terms of this Contract:
 - 3.1.1 Prepare a list of required submittals for shop drawings, product data, samples, warranties, and other submittals required by Contract Documents, in tabular form which will indicate specification section number and section name (CSI Format).

- 3.2 Process, review, respond and distribute in accordance with the terms of the Contract Documents shop drawings, product data, samples, substitutions and other submittals required by the Construction Documents within ten (10) business days.
- 3.3 Maintain a master file of all submittals, including submittal register. Owner's copy shall be in electronic/CD format and submitted at time of Substantial Completion.
- 3.4 Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by Owner or Subcontractors as required by construction exigencies. Design Builder's response to any such request must be received by Owner and the effected Subcontractor within ten (10) business days. Design Builder will review and respond to all submittals from Subcontractors, including but not limited to shop drawings, within a reasonable period of time so as not to delay the progress of the Work, but in no event, more than ten (10) business days, unless Owner expressly agrees otherwise in writing. Review of Design Builder's submittals by Owner is not conducted for the purpose of determining the accuracy and completeness of such submittals, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Design Builder as required by the Contract Documents. Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 3.5 Owner shall have authority to reject Work which does not conform to the Construction Documents. Whenever, in its reasonable opinion, Owner considers it necessary or advisable to insure the proper implementation or the intent of the Construction Documents, Owner will have authority to require special inspection or testing of any Work in accordance with the provisions of the Construction Documents whether or not such Work be then fabricated, installed or completed.
- 3.6 Design Builder shall submit to the applicable building permit office the number of sets of drawings and/or documents reflecting the approved changes in the Work as may be required by that office. Code compliance issues must be approved by the applicable building permit office prior to inspection of the subject Work.
- 3.7 Review the Work to confirm that the construction complies with the current applicable Florida Building Code, and maintain a copy of the current applicable Florida Building Code at its Project Site office for review by Design Builder. Report any discrepancies observed or noted to Owner.
- 3.8 Assist Owner in the training of the facility operation and maintenance personnel with respect to the proper operations, schedules, procedures and inventory controls for the various Project equipment and systems. Such assistance shall include assisting Owner in arranging for and coordinating the instruction and training on operations and maintenance of the Project's equipment and systems in conjunction with the various manufacturer representatives. Further, Design Builder is to attend all such training sessions, unless otherwise consented to by Owner in writing.
- 3.9 Review for compliance with Design Builder's obligation under the Contract Documents, all operation and maintenance manual submittals, prior to submittal to Owner.

- 3.10 Schedule and visit with Owner at the Project at six (6) and eleven (11) months after issuance of the Certificate of Substantial Completion. During each Project visit, Design Builder shall observe, troubleshoot and advise in the operation of building systems. This shall not relieve Design Builder of its obligation to make other visits to the Project based on need should specific issues arise.
- 3.11 Design Builder will revise the final approved Construction Documents to incorporate all "As-Built" information contained in the Design Builder's marked-up "As-Built" drawings and specifications, as well as to reflect all addenda, contract changes and field changes (sometimes referred to herein as the "Record Documents"). Design Builder shall provide Owner with one (1) electronic copy on compact disk (CD) of the Record Documents, two sets of the conformed, signed and sealed drawings and prints, and two sets of the conformed Project Manual/Specifications signed and sealed.
- 3.11.1 The electronic copy on CD of the Record Documents shall be provided in AutoCAD.dwg format, "purged and bound", and compatible with Owner's system.
- 3.11.2 Throughout Phase 2, Design Builder shall review its marked-up "As-Built" drawings and Project Manual/Specifications, on a daily basis, to reflect all "As-Built" conditions at the Site, maintaining such "As-Built" drawings and specifications is a condition precedent to Design Builder's entitlement to payment hereunder.
- 3.12 Consult with, and recommend solutions to, Owner during the duration of warranties in connection with inadequate performance of equipment, materials or systems under warranty.
- 3.13 Submit a facility and equipment review schedule to Owner at the time of Substantial Completion. Perform reviews of facilities and equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment. Submit a written report to Owner.
- 3.14 Document noted defects or deficiencies and assist Owner in confirming Design Builder's correction of such noted defects.
- 3.15 Design Builder shall arrange for all job-site facilities as required by Owner and otherwise necessary to enable Design Builder to perform its respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the execution of the Lump Sum Amendment.
- 3.15.1 Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the Work. The method of acquiring such job-site facilities, which are planned to become the property of Owner at the conclusion of the Work, shall be evaluated based on their cost over the life of the Project. Owning versus leasing shall be considered by Design Builder, obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usable life of the item. Design Builder shall present its evaluation with recommendation to Owner for approval.

- 3.15.2 When Design Builder wishes to supply job-site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in subparagraph 3.15.1 above. If leasing is found to be the least expensive approach, then it may lease such job-site facilities from its own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.
- 3.15.3 For all such job-site facilities purchased, which may become the property of Owner at the conclusion of the Work, Design Builder shall maintain ownership responsibilities of such facilities until final acceptance of the Work. Reimbursement for cost of such equipment will be made at the conclusion of the Work at the documented purchase price. At that time, Design Builder shall provide Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to Owner or to its designee.
- 3.15.4 Design Builder is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to Owner, Owner may refuse acceptance of the equipment if Owner determines, in its sole discretion, that the equipment has not been properly cared for by Design Builder or that such acquisition would not otherwise be in the best interest of Owner. In such event, Design Builder will be reimbursed for such item in accordance with Section 3C to the Agreement.
- 3.16 Design Builder's administration of the Work shall include the following:
- 3.16.1 Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
- 3.16.2 Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
- 3.16.3 Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
- 3.16.4 Provide labor relations management for a harmonious, productive Project.
- 3.17 Design Builder also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:
- 3.17.1 Job Meetings: Design Builder shall attend meetings such as pre-construction conferences, progress meetings, job conferences, pre-closeout meetings, and other Project-related meetings, as may be directed by Owner. Design Builder's Design Professionals are also required to attend any such meetings as directed by Owner. Design Builder shall provide meeting minutes for these meetings. Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Design Builder shall arrange and conduct regular monthly Project status meetings with Owner.

- 3.17.2 Design Builder shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Design Builder shall identify the party or parties responsible for following up on any problems, delay items or questions, and Design Builder shall note the action to be taken by such party or parties. Design Builder shall revisit each pending item at each subsequent meeting until resolution is achieved. Design Builder shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.
- 3.17.3 Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Owner of such submittals for action, and closely monitor their review process. Owner reserves the right to review the shop drawings and other submittals and require Design Professional's approval on such shop drawings and other submittals.
- 3.17.4 Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expediting log.
- 3.17.5 Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.
- 3.17.6 Document Interpretation: Promptly respond to all questions for interpretation of the Contract Documents made by subcontractors and copy Owner on all such responses.
- 3.17.7 Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner, including information on subcontractors' Work, and the percentage of completion. Keep a daily log available to Owner and any permitting authority inspectors.
- 3.17.8 Subcontractors Progress: Prepare periodic punch lists for subcontractors' work including unsatisfactory or incomplete items and schedules for their completion.
- 3.17.9 Substantial Completion: Pursuant to the provisions of Paragraph 23.1 of the General Terms and Conditions, notify Owner in writing when the Work or designated portions thereof are ready for the Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Design Builder and reviewed and supplemented by Owner, prepare a schedule for their completion indicating completion dates for Owner's review and approval. At Substantial Completion, Design Builder will provide a certification from itself and its Design Professional that the building was constructed in accordance with the approved Construction Documents.
- 3.17.10 Final Completion: Monitor the subcontractors' performance on the completion of the Work and provide notice to Owner when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents,

then transmit to Owner all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books.

3.17.11 Start-Up: With Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.

3.17.12 Record Drawings: Pursuant to the terms of Paragraph 8.2 of the General Terms and Conditions, Design Builder shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Design Builder into the final record drawings.

3.18 Design Builder shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

- 3.18.1 Subcontracts and Purchase Orders
- 3.18.2 Shop Drawing Submittal/Approval Logs
- 3.18.3 Equipment Purchase/Delivery Logs
- 3.18.4 Contract Drawings and Specifications with Addenda
- 3.18.5 Warranties and Guarantees
- 3.18.6 Cost Accounting Records
- 3.18.7 Labor Costs
- 3.18.8 Material Costs
- 3.18.9 Equipment Costs
- 3.18.10 Cost Proposal Request
- 3.18.11 Payment Request Records
- 3.18.12 Meeting Minutes
- 3.18.13 Cost-Estimates
- 3.18.14 Bulletin Quotations
- 3.18.15 Lab Test Reports
- 3.18.16 Insurance Certificates and Bonds
- 3.18.17 Contract Changes
- 3.18.18 Permits
- 3.18.19 Material Purchase Delivery Logs
- 3.18.20 Technical Standards
- 3.18.21 Design Handbooks
- 3.18.22 "As-Built" Marked Prints
- 3.18.23 Operating & Maintenance Instruction
- 3.18.24 Daily Progress Reports
- 3.18.25 Monthly Progress Reports
- 3.18.26 Correspondence Files
- 3.18.27 Transmittal Records
- 3.18.28 Inspection Reports
- 3.18.29 Bid/Award Information
- 3.18.30 Bid Analysis and Negotiations
- 3.18.31 Punch Lists
- 3.18.32 Schedule and Updates
- 3.18.33 Suspense (Tickler) Files of Outstanding Requirements
- 3.18.34 Policy and Procedure Manual
- 3.18.35 Subcontractor licenses

3.18.36 Final Program

The Project files and records shall be available at all times to Owner or its designees for reference, review or copying.

- 3.19 Design Builder shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely occupancy of the Project by Owner:
- 3.19.1 Design Builder shall provide consultation and Project management to facilitate Owner's occupancy of the Project and provide transitional services to place the Work "on line" in such conditions as will satisfy Owner's operations requirements. The services include Design Builder's coordination of the delivery of Owner supplied furniture, fixtures and equipment for the Project.
 - 3.19.2 Design Builder shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to Owner in such a manner as to promote their usability. Design Builder shall provide Owner's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training may be video taped by Owner for subsequent presentation to Owner's operations and maintenance personnel.
 - 3.19.3 Design Builder shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner

EXHIBIT Q
Phase 1 COMPENSATION SCHEDULE

Pinellas County Health Facility

Creative Contractors, Inc. and Mason Blau Architects

Phase 1 Design Fees

Revised 5/27/15

		Phase 1 Design Fees
1	A) Design Fees - Phase 1	
2	A/E Fees for Original Scope of Work	\$ 41,886
3	Architectural - MBA	\$ 107,383
4	Renderings 2 each - MBA	Included
5	Design - Reimbursibles	Included
6	Civil - Geo F Young (Base & FAA)	Included
7	Geo F Young (Topographic & Tree Survey)	Included
8	Geo F Young (Pinellas County Site Plan)	Included
9	Geo F Young (Permitting)	Included
10	Geo F Young (Land Use Amend & Rezoning)	Included
11	Geo F Young (LUPA / Rezoning Contingency)	Included
12	Testing & Geotech - Driggers	Included
13	Structural - McCarthy	Included
14	Mechanical - Griner	Included
15	Electrical - M.P. Spychala	Included
16	Interior Design - MLE Designs	Included
17	Landscape Design - Terra Tectonics	Included
18	Subtotal Mason Blau & Consultants	\$ 149,269
19		
20	Other Design Fees	
21	Signage - Creative Sign Design - Allowance	\$ 2,000
22	Security, Audio, IT Design - APG - Allowance	\$ 7,000
23	Medical Equipment Selection	By Owner
24	Subtotal A&E Design Fees	\$ 158,269
25	CCI Preconstruction Fee	\$ 30,570
26	Contingency (10% not including original scope)	\$ 14,695
27	Total Phase 1 Design Fees	\$ 203,534
28		
29	Permit / Impact Fee Allowances	\$ 40,228
30		
31	Total Phase 1 Fees	\$ 243,762

