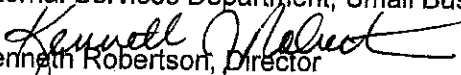


Memorandum



Date: June 17, 2015

To: Gary Hartfield, Division Director
Internal Services Department, Small Business Development Division

From: 
Kenneth Roberts, Director
Jackson Health System, Procurement Construction

Subject: Review Item: Consultant Services for Functional Space Programming, Comprehensive Design, Procurement and Construction Administration Services for Jackson North Medical Center; A15-JHS-01 (Project)

It is recommended that the Small Business Development division of the Internal Services Department review the attached request for Small Business Enterprise – Architectural & Engineering Services (SBE-A/E) measures for the above-mentioned project, in order to proceed with the advertisement and subsequent consultant selection for this project.

The duration of the proposed Professional Services Agreement (PSA) is 2,555 calendar days for the Project through the construction and warranty period. The total estimated compensation for the PSA is \$6,902,480.00, which includes the following:

- \$ 6,108,390.00 estimated architectural/engineering cost;
- \$ 610,839.00 contingency fees for architectural/engineering (10%);
- \$ 183,251.00 reimbursable expenses (3%);

The Scope of Services entails five phases of professional architectural engineering services in support of construction improvements to the Jackson North Medical Center in accordance with Jackson Health System Master Plan recommendations. The following elements constitute the collective Scope of Services (Project), to be authorized within the currently allocated budget identified above.

Scope of Services Elements in Priority Order:

- Upgrades to Intensive Care Unit (ICU) Patient Floors for Increased Capacity
 - Renovate existing ICU into a Preparation and Recovery Phase II Unit for Surgery/Catheterization
 - Approx. 6,300 SF
- Upgrade and Modernize the Operating Suites and Ancillary Areas
 - New Operating Room (OR) expansion of four to six operating rooms with Post-Anesthesia Care Unit (PACU) plus renovation of existing operating suite having a minimum of six larger rooms for a total of 10 to 12 ORs, all up to current code and industry standards. The proposed expansions and renovation include a mechanical penthouse for new and renovated ORs
 - Approx. 23,600 SF

- New Exterior Façade and Lighting
 - Renovation of building exteriors and accent lighting to provide an updated look to take advantage of the hospital's visibility to major highways and roadways
- Floor Modernizations to Improve Outpatient Flows to Attract Patients and Providers
 - Renovate and modernize patient floors to current code and industry standards
 - Approx. 18,000 SF (typ. for six floors)
- Expand Emergency Department for Pediatric, Adult and Trauma Services
 - Expand and renovate Emergency Department for growth in trauma and pediatrics
 - Approx. 20,000 SF
- New Women's Center
 - Facility expansion and medical service consolidation of all Obstetrics (OB) Services on one level, creating a Women's Center. This expansion and consolidation will support postpartum beds, antepartum beds, pediatric beds, Labor/Delivery/Recovery (LDR), Cesarean-Section, PACU, Neonatal Intensive Care Unit (NICU) and Triage
 - Approx. 20,000 SF

The selected design professional (Consultant) will be required to attend key stakeholder meetings throughout all five phases of the Project and will be required to perform some or all of the following tasks as may be directed by JHS:

Phase I: Project Programming and Schematic Design Services

Phase II: Project Design Development Services

Phase III: Project Construction Documents

Phase IV: Project Construction Procurement Services

Phase V: Project Construction Contract Administration Services

The complete detailed Scope of Services is attached for your reference as only a brief summary is provided herein (Exhibit A).

The **minimum qualifications** for responding firms are as follows:

The Prime and all proposed sub-consultants must demonstrate the following program-specific qualifications:

- 1) General Capability: The ability to demonstrate the required architectural, engineering, cost estimating and the relevant services to support the scope requested.
- 2) References: Provide a list of verifiable references and examples of construction projects worked on within the past ten (10) years (healthcare experience preferred; completed projects preferred).

The Prime, structural, mechanical and electrical engineering sub-consultants must demonstrate the following program-specific qualifications:

- 3) Similar Projects: The ability to demonstrate experience in projects of a similar size, scope and complexity within the past 10 years.
- 4) Medical/Healthcare Experience: The ability to demonstrate experience within the past 10 years with any construction projects involving medical and/or healthcare facilities.

- 5) Key Personnel: The ability to demonstrate key personnel's professional background and caliber, including healthcare experience, project familiarity, etc. Additionally, key personnel's availability for the proposed Project.
- 6) Experience with Authorities Having Jurisdiction: The ability to demonstrate an understanding of the Project's potential requirements with City of North Miami Beach, Miami-Dade County, State of Florida and the Florida Agency for Healthcare Administration (AHCA).
- 7) Experience with Hospital Environment ICRA and ILSM Requirements: The ability to demonstrate experience within the past 10 years with established industry standards within a hospital environment specific to Level IV or higher Infection Control Risk Assessment (ICRA) precautions and Interim Life Safety Measures (ILSM).

Firms providing architectural / engineering services must be certified in the following technical categories and the respective percentages of the disciplines as indicated below:

Technical Category No.	Description	Total Percentage	CBE Percentage
14.00 Prime	Architecture	35	0
18.00 Prime	Architectural Construction Management	20	0
8.00	Telecommunications Systems	1	1
9.01	Soils, Foundations and Materials Testing- Drilling, Subsurface Investigations and Seismographic Services	0.5	0.5
11.00	General Structural Engineering	3	0
12.00	General Mechanical Engineering	15	0
13.00	General Electrical Engineering	12	0
15.01	Surveying and Mapping- Land Surveying	0.5	0.5
15.03	Surveying and Mapping- Underground Utility Location	0.5	0
16.00	General Civil Engineering	2	2
17.00	Engineering Construction Management	10	10
20.00	Landscape Architecture	0.5	0.5
	TOTAL	100%	14.5%

JHS is recommending a 14.5% SBE-A/E participation goal. Attached is JHS's Departmental Input Worksheet and CBE minimum requirements for your review and approval.

If you have any questions, please contact Kenneth Robertson, Director of Procurement, Construction Services, Jackson Health System, at kenneth.robertson@jhs-miami.org or (305) 585-7415.

Attachments

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Contract/Project Title: Jackson North Medical Center Programming, Design, Procurement and Construction Administration Services

Contract/Project No. TBD / A15-JHS-01

Description: The scope of work entails five phases of professional architectural engineering services in support of construction improvements to the Jackson North Medical Center in accordance with Jackson Health System Master Plan recommendations.

DEPARTMENT: Jackson Health System **CONTACT:** Kenneth Robertson **PHONE:** (305) 585-7415

Estimated Cost: \$6,902,480.00, inclusive of contingency **Funding Source:** JHS 2014 General Obligation Bonds and JHS Annual Capital Contribution

ANALYSIS

Commodity /Service No. _____		SIC: _____	
<u>Trade/Commodity/Service Opportunities</u>			

<u>Contract/Project History of Previous Purchases for Previous Three (3) Years</u>			
Check Here	XXX	if this is a New Contract/Purchase with no Previous History	
	<u>Existing</u>	<u>2nd Year</u>	<u>1st Year</u>
	<input type="checkbox"/>		
Contractor	_____	_____	_____
Ethnicity/Race	_____	_____	_____
Gender	_____	_____	_____
Contract Value	_____	_____	_____
COMMENTS: _____			

RECOMMENDATIONS

<u>CBE GOAL</u>	<u>BID PREFERENCE</u>	<u>NO MEASURE</u>
<u>14.5</u> %	_____	_____
<u>Analysis for Goal Recommendation</u>		
<u>Sub-Trade</u>	<u>Est. Cost</u>	<u>% of Item to Base Bid</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Total:	\$ _____	_____
Basis for Recommendation: JHS proposes that the goal can be achieved with SBE-A/E firms assisting with 8.00- 1.0%, 9.01- 0.5%; 15.01- 0.5%; 16.00- 2.0%; 17.00- 10.0%; and 20.00- 0.5%		

By: Kenneth Robertson, Director, JHS Procurement Construction Date: _____

EXHIBIT A: ESTIMATED PROJECT BUDGET, FUNDING SOURCES AND SCOPE OF SERVICES

ESTIMATED PROJECT BUDGET

Architectural Engineering Programming, Comprehensive Design, Construction Procurement(s) and/or Construction Administration Services

Basic and Supplemental Services	\$6,108,390
Reimbursable Expenses	\$183,251
10% Contingency	\$610,839

Total \$6,902,480

Construction Costs (Including FFE and Technology) **\$49,180,170**

Medical Equipment **\$21,570,250**

Owner Contingency **\$8,628,100**

ESTIMATED PROJECT BUDGET: \$86,281,000

FUNDING SOURCES

Miracle Building Bond \$30,000,000
Capital Contribution \$56,281,000*

*Capital Contribution dollars are contingent upon cash flow availability in future fiscal years, subject to allocation approval by the Public Health Trust Board of Trustees on an annual basis.

SCOPE OF SERVICES

**A15-JHS-01
JNMC**

The A15-JHS-01 Notice to Professional Consultants issued on _____, 2015, and all subsequent Addenda will be incorporated herein by reference.

The Scope of Services entails five phases of professional architectural engineering services in support of construction improvements to the Jackson North Medical Center in accordance with Jackson Health System Master Plan recommendations. The following elements constitute the collective Scope of Services (Project), to be authorized within the currently allocated budget identified above.

Scope of Services Elements in Priority Order:

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 - Approx. 23,600 SF
- **New Exterior Façade and Lighting**
 - Renovation of building exteriors and accent lighting to provide an updated look to take advantage of the hospital's visibility to major highways and roadways
- **Floor Modernizations to Improve Outpatient Flows to Attract Patients and Providers**
 - Renovate and modernize patient floors to current code and industry standards
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- **Expand Emergency Department for Pediatric, Adult and Trauma Services**
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 - Approx. 20,000 SF
- **New Women's Center**
 - Facility expansion and medical service consolidation of all Obstetrics (OB) Services on one level, creating a Women's Center. This expansion and consolidation will support postpartum beds, antepartum beds, pediatric beds, Labor/Delivery/Recovery (LDR), Cesarean-Section, PACU, Neonatal Intensive Care Unit (NICU) and Triage
 - Approx. 20,000 SF

The selected design professional (Consultant) will be required to attend key stakeholder meetings throughout all five phases of the Project and will be required to perform some or all of the following tasks as may be directed by JHS:

Phase I: Project Programming and Schematic Design Services (the Program)

The Consultant shall provide the highest standard of professional architectural programming and schematic design services, including all applicable engineering disciplines, in accordance with industry standards, inclusive of the following services:

- 1) All drawings and details will be generated with the CADD system used by JHS, the standard size of drawings will be 30" x 42". The JHS uses AutoCAD by AutoDesk for CADD. Consultant shall also provide 3-D design modeling, elevations and building models for use during key stakeholder meetings. Consultant shall also provide exterior and interior project renderings as needed for use in JHS marketing materials and/or presentations.
- 2) The Consultant shall provide a secure log-in, cloud-based website where all program information is recorded in a format mutually agreeable to both parties.

- 3) JHS hospital standardization items, including, but not limited to: fixtures, furnishings, equipment and finishes, must be reviewed and implemented into the Project as directed by JHS; however, the Consultant must make its own professional conclusions as to best practices and submit recommendations to JHS for review and approval.
- 4) The Consultant shall be responsible for the design of all equipment spaces and must provide design for all necessary systems and utilities to achieve a complete installation and operation of the equipment, inclusive of JHS-supplied equipment. The following design and building components will be analyzed for recommendations or for identification of alternate materials, systems, equipment and development of conceptual solution for the following:
 - a. Demolition Plans
 - b. Alternate structural systems
 - c. Energy sources
 - d. Energy conservation
 - e. Heating and ventilating
 - f. Air Conditioning
 - g. Plumbing
 - h. Fire Protection
 - i. General space requirements
 - j. Housekeeping vacuum
 - k. Conveying systems
 - l. Power service and distribution
 - m. Lighting
 - n. Telecommunications
 - o. Fire detection and alarms
 - p. Security systems
 - q. Electronic communications
 - r. Medical communications systems
 - s. Acoustical systems
 - t. Special electrical systems
 - u. Landscaping
 - v. On-site utility systems
 - w. Fire protection feeders
 - x. Drainage systems
 - y. Paving, drives and walkways
 - z. Public thoroughfares
 - aa. Off-site utilities
 - bb. Furniture and equipment layouts including MEP and architectural requirements
 - cc. Identification of potential architectural materials, systems, equipment and their criteria and quality standards consistent with the conceptual design
 - dd. Investigation of availability of suitability of alternative architectural materials, systems and equipment
 - ee. Utility system operational cost analysis of gas and electricity usage, including alternative approaches to heat recovery
- 5) JHS shall incorporate, wherever practical, green building practices into the planning, design, construction, management, renovation, maintenance and decommission of buildings

owned, financed and/or operated by JHS. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council (USGBC), or as otherwise directed by the Miami-Dade County Sustainability Manager. As a deliverable at the end of the Phase II Design Development Services, the Consultant shall document progress on meeting sustainable design goals.

- 6) The Consultant shall confer with and actively lead Project presentations with the JHS President, Vice President of Facilities, Design and Construction, Corporate Director of Capital Projects, Jackson Memorial Hospital Chief Executive Officer, other JHS partners and authorized designees to further define or modify the Program consisting of a detailed listing of functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements.
- 7) The Consultant shall prepare and present for JHS approval a Design Concept and Schematics Report, comprising the Schematic Design Studies, including an identification of any special requirement affecting the Project, a Project Development Schedule and Statement of Probable Project Budget, as defined below:
 - a. The Schematic Design Studies shall consist of site and floor plans, elevation, sections, etc., as required to show the scale and relationship of the parts and the design concept of the whole. Floor plans may be single-line diagrams; door and window locations are not required. The studies shall contain notes and a site analysis of existing conditions including equipment system and structural systems evaluation for program feasibility. A simple perspective rendering of sketch, model or photograph thereof may be provided to further show the design concept.
 - b. The Project Development Schedule shall show the proposed completion date of each phase of the Project through design, bidding, construction and proposed date of occupancy by JHS.
 - c. The Statement of Probable Project Budget shall include the Consultant's Estimate of Construction Cost, a summary of the estimated cost of the building(s), including fixed equipment, professional fees, construction contingency allowance, escalation factors adjusted to the estimated bid to date, movable equipment (if any), contingencies (if any), utility service extensions (if applicable) and funding allocation evaluation comprising a brief description of the basis for estimated costs (similar projects) with square foot costs adjusted to bid date, and preliminary evaluation of the program and the allocated construction funds in terms of each other.
- 8) The Consultant shall submit four (4) sets of all documents required under this Phase I, without additional charges, for approval by JHS and Consultant shall not proceed with Phase II until directed by JHS. Schematic Design deliverables may be split up into multiple phases, to be determined by JHS in the future.
- 9) If required in the applicable Project Designation, Consultant shall present up to three (3) design options and recommended solutions for cost-savings in connection with the Project.

- 10) Following approval by JHS, the Consultant shall seek and secure review of those documents (dry-run) by all competent regulatory agencies as may be necessary or appropriate to obtain ultimate approval by those agencies including, but not limited to: AHCA Stage I Review, City of North Miami Beach and Miami-Dade County.
- 11) Additional services as may be required by JHS to complete Phase I Services.

Phase II: Project Design Development Services

- 1) All drawings and details will be generated with the CADD system used by JHS, the standard size of drawings will be 30" x 42". The JHS uses AutoCAD by AutoDesk for CADD. Consultant shall also provide 3-D design modeling, elevations and building models for use during key stakeholder meetings. Consultant shall also provide exterior and interior project renderings as needed for use in JHS marketing materials and/or presentations.
- 2) The Consultant shall provide Design Development documents based on the approved Schematic Design documents and updated budget for the cost of the Project. The Design Development documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details and equipment layouts. The Design Development documents shall include specifications that identify major materials and systems and establish in general their quality levels. Design Development deliverables may be split up into multiple phases, to be determined by JHS in the future.
- 3) JHS shall incorporate, wherever practical, green building practices into the planning, design, construction, management, renovation, maintenance and decommission of buildings owned, financed and/or operated by JHS. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council (USGBC), or as otherwise directed by the Miami-Dade County Sustainability Manager. As a deliverable at the end of the Phase II Design Development Services, the Consultant shall document progress on meeting sustainable design goals.
- 4) The Consultant shall continue with the development and expansion of the architectural Schematic Design documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - a. Plans Sections and elevations
 - b. Typical construction details
 - c. Three-dimensional sketch(es)
 - d. Study model(s)
 - e. Final materials selection
 - f. Equipment layouts coordinated with medical equipment planner and communications planner
 - g. Constructability reviews, if applicable
 - h. Value engineering

- 5) The Consultant shall finalize the development and expansion of all aspects of the architectural Schematic Design documents to outline specifications, details and/or materials in order to establish the following:
 - a. Demolition and Site Preparation
 - b. Basic structural system dimensions
 - c. Final structural design criteria
 - d. Foundation design criteria
 - e. Preliminary sizing of major structural components
 - f. Critical coordination clearances
 - g. Outline Specifications or material lists for all Construction Specifications Institute (CSI) divisions
 - h. Existing building coordination
 - i. Approximate equipment sizes and capacities
 - j. Preliminary equipment layouts
 - k. Required space for equipment
 - l. Acoustical and vibration control
 - m. Visual impacts
 - n. Energy conservation measures
 - o. Criteria for lighting, electrical and communications systems
 - p. Approximate sizes and capacities of major components
 - q. Landscaping
 - r. Required chases and clearances
 - s. Continued development and expansion of civil Schematic Design documents
 - t. Continued development and expansion of landscape Schematic Design documents
 - u. Interior construction of the Project
 - v. Special interior design features
 - w. Furniture, furnishings and equipment selections
 - x. Materials, finishes and colors for all FF&E and construction trades
- 6) The Consultant shall submit an updated statement of Architect's Estimate of Construction Cost. This updated statement shall be broken into categories established by the CSI. If the updated statement of Architect's Estimate of Construction Cost exceeds the JHS Construction Cost Budget, the appropriate cost of scope reduction recommendations must be included.
- 7) The Consultant will work collaboratively with the Construction Manager (CM) in the CM's preparation of a construction phase and sequence report to ensure continuity of services and traffic to adjacent hospital areas. The report should also address staging, storage and debris management during construction.
- 8) The Consultant shall submit four (4) sets of all documents required under this Phase II, without additional charges, for approval by JHS and Consultant shall not proceed with Phase III until directed JHS.
- 9) Following approval by JHS, the Consultant shall seek and secure review of those documents (dry-run) by all competent regulatory agencies as may be necessary or appropriate to obtain

ultimate approval by those agencies including, but not limited to: AHCA, City of North Miami Beach and Miami-Dade County.

10) Additional services as may be required by JHS to complete Phase II Services.

Phase III: Project Construction Documents

- 1) All drawings and details will be generated with the CADD system used by JHS, the standard size of drawings will be 30" x 42". The JHS uses AutoCAD by AutoDesk for CADD. Consultant shall also provide 3-D design modeling, elevations and building models for use during key stakeholder meetings. Consultant shall also provide exterior and interior project renderings as needed for use in JHS marketing materials and/or presentations.
- 2) The Consultant shall provide Construction Documents based on the approved Design Development documents and updated budget for the Project. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include drawings and specifications that detail the quality levels of materials and systems required for the Project. The Construction Documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently in effect and JHS approval of the Construction Documents shall in no way be construed to relieve the Consultant of its professional and contractual responsibilities for the Project. The Construction Documents will likely be produced and issued as multiple Bid and/or Request for Proposal Packages, to be determined by JHS in the future.
- 3) The Consultant shall make a 50% Construction Documents submittal for approval by JHS, which shall include:
 - i. Four (4) sets of all drawings and the Project Manual.
 - ii. A complete index of every drawing sheet to become part of the Construction Documents and the Consultant's evaluation of the individual percentage completion of each sheet.
 - iii. The Consultant, in preparation of the Project Manual, shall use CSI Standards, including the 48-Division format developed and recommended by the CSI. The 50% Construction Documents submittal shall include all sections of Divisions "0" and "1" and at least 50% Construction Specifications. The 50% Construction Documents submittal shall also include at least 50% of the technical specifications sections, each of which should be 100% complete. These specifications should not be merely outline specifications as submitted during Phase II.
 - iv. An updated statement of Architect's Estimate of Construction Cost as indicated by time factor, changes in requirements of general market conditions and an updated Project Development Schedule. JHS authorization to complete the Construction Documents will not be issued in the latest Architect's Estimate of Construction Cost exceeds the Fixed Limit of Construction Cost unless JHS increased same or the

Consultant and JHS agree on methods of cost reductions sufficient to enable construction within the funds available.

- v. The Consultant may also be authorized to include in the Construction Documents approved additive or deductive alternate bid items to permit JHS to award a construction contract within the Fixed Limit of Construction Costs.
 - vi. The Construction Documents may be used to identify a Guaranteed Maximum Price (GMP) for use in Phase IV services.
- 4) During development of the Construction Documents, the Consultant shall assist JHS in the development and preparation of: 1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between JHS and the Contractor; and 2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Consultant shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
 - 5) Construction Documents issued to JHS and submitted for permitting shall be complete and not issued with significant coordination remaining among disciplines or known missing items. JHS shall in no way be liable for Consultant's requirements to develop a compliant set of documents and will not be responsible for the cost associated with incorporating revisions required by the City of North Miami Beach, Miami-Dade County, AHCA or other agencies having jurisdiction, prior to issuance of building permit. AHJ comments/requests received thereafter permit issuance will be evaluated on a case-by-case basis as to appropriateness.
 - 6) The Consultant shall include and will be paid for JHS-requested alternates outside of the established Project scope or that are not constructed due to a lack of funds. No fee will be paid by JHS in connection with alternates required by the failure of the Consultant to design the Project within the Fixed Limit of Construction Cost.
 - 7) Following approval by JHS, the Consultant shall seek and secure review of those 100% documents (dry-run) by all competent regulatory agencies as may be necessary or appropriate to obtain ultimate approval by those agencies including, but not limited to: AHCA Stage I Review, City of North Miami Beach and Miami-Dade County.
 - 8) The Consultant shall submit four (4) sets of all documents required under this Phase III, without additional charges, for approval by JHS and Consultant shall not proceed with Phase IV until directed JHS.
 - 9) Additional services as may be required by JHS to complete Phase III Services.

Phase IV: Project Construction Procurement Services

- 1) The Consultant shall assist JHS in obtaining either competitive bids or negotiated proposals and shall assist JHS in awarding and preparing contracts for construction in accordance with the policies and procedures of JHS and Miami-Dade County.
- 2) The Consultant shall assist JHS in establishing a list of prospective bidders, contractors and/or proposers qualified to construct the Project.
- 3) The Consultant shall assist JHS in bid/proposal validation and determination of the successful bid or proposal, if any.
- 4) Competitive Procurement:
 - a. Procurement Documents shall consist of bid/proposal requirements, proposed contract forms, General Conditions, Supplemental Conditions, Specifications and Drawings.
 - b. If requested by JHS, the Consultant shall arrange for the reproduction of Procurement Documents for distribution to prospective bidders/proposers. JHS shall pay directly for the cost of reproduction or shall reimburse the Consultant for such expenses.
 - c. The Consultant shall consider requests for substitutions, if permitted by the Procurement Documents, and shall prepare addenda identifying approved substitutions to all prospective bidders/proposers.
 - d. The Consultant shall participate in a pre-bid/pre-proposal conference(s) for prospective bidders/proposers.
 - e. The Consultant shall prepare responses to questions from prospective bidders/proposers and shall provide clarifications and interpretations of the Procurement Documents to all prospective bidders/proposers in the form of addenda.
 - f. The Consultant shall participate in the opening of bids/proposals.
 - g. The Consultant shall participate in oral presentations and/or selection interviews, if applicable, with prospective proposers.
 - h. The Consultant shall assist JHS during negotiations with prospective proposers, if applicable. The Consultant shall also prepare a summary report of the negotiation results and provide a copy of same to JHS.
- 5) Additional services as may be required by JHS to complete Phase IV Services.

Phase V: Project Construction Contract Administration Services

1) General Administration

- a. The Consultant shall provide administration services of the contract(s) between JHS and the Contractor as set forth below and in accordance with the final executed Construction Contract(s) (Contract).
- b. The Consultant shall provide Contract Administration Services upon award of the Contract until sixty days after the date of substantial completion in accordance with the schedule in Section 4.2 of the P.S.A.
- c. The Consultant shall be a representative of and shall advise and consult with JHS during the provision of Phase V Services.
- d. The Consultant shall review and respond within ten (10) calendar days properly prepared, timely requests by the Contractor for additional information about the Contract Documents.
- e. The Consultant shall on behalf of JHS prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor. Additionally, the Consultant shall be responsible for writing and distributing minutes of all meetings conducted regarding the Project within five (5) working days.
- f. The Consultant shall interpret and decide matters concerning performance of the Contractor under and in accordance with the Contract Documents upon written request of either JHS or the Contractor. The Consultant's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Consultant shall also be the initial interpreter of the Construction Contract Documents when necessary to clarify any term, provision or condition thereof between JHS and the Contractor. This section shall not override the claims and dispute resolution provisions in the Contract between JHS and the Contractor.
- g. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.
- h. If requested by JHS, the Consultant shall render initial decisions to JHS on claims, disputes or other matters in question between JHS and Contractor as provided for in the Contract Documents.

2) Evaluations of the Work

- a. The Consultant, as a representative of JHS, shall visit the site at intervals appropriate to the stage of Contractor's operations and as defined below: 1) to become generally familiar with and to keep JHS informed about the progress and quality of the portion of the Work completed; 2) to endeavor to guard JHS against defects and deficiencies in the Work; and 3) to determine if the Work is being performed in a

manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Consultant shall within five (5) working days submit to JHS a detailed written report subsequent to each on-site visit. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality of quantity of the Work. The Consultant will exercise reasonable care and diligence in identifying and immediately reporting to JHS any known defect or deficiencies in the Work of the Contractor or any of its Subcontractors or their agents or employees or any other person performing work on the Project. During the Construction Phase, the Consultant shall visit the Project site at a minimum of one time per week to attend JHS/Consultant/Contractor coordination and progress meetings and to review the progress and quality of the work. In addition, the Consultant shall visit the site with the MEP Consultant a minimum of every two weeks to observe the progress and quality of the work, and prepare an observation report for each site visit in order to report Contractor progress, general observations and non-conforming materials, installations or construction practices. The Consultant shall also confirm with the Contractor and any other appropriate parties that deficient items from the previous visits have been corrected. The site visit frequency noted above does not apply during the punch list, final stages of construction and close-out during which JHS shall require greater on-site presence by the Consultant and engineers to provide for efficient Project completion. The Consultant shall neither have control over of charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

- b. The Consultant shall report to JHS known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
- c. The Consultant shall at all times have access to the Work wherever it is in preparation of progress.
- d. JHS shall communicate with the Contractor and copy the Consultant about matters arising out of or relating to the Contract Documents. Communications by and with the Consultant's sub-consultants shall be through the Consultant.
- e. The Consultant shall have authority (subject to JHS approval) to reject Work that does not conform to the Contract Documents. Consultant shall provide JHS written notice of the decision to reject work at the same time that the Consultant provides Contractor notice of the decision to reject work. Whenever the Consultant considers it necessary or advisable, the Consultant will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, provided, however, the Consultant must obtain JHS's prior written approval of any such special testing or inspection. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material

and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

3) Certification of Payments to Contractor

- a. The Consultant shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts within ten (10) working days after receipt of the Contractor's Application for Payment or longer period if set forth in the Contract, and, from time to time, upon the request of JHS, shall issue to JHS's lender a certificate in a form reasonably acceptable to JHS and Consultant. Consultant's certification for payment shall constitute a representation to JHS that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to: 1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; 2) results of subsequent tests and inspections; 3) correction of minor deviations from the Contract Documents prior to completion; and 4) specific qualifications expressed by the Consultant.
- b. The issuance of a Certificate of Payment shall not be a representation that the Consultant has: 1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; 2) reviewed construction means, methods, techniques, sequences or procedures; or 3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. If the Contract is based on a Guaranteed Maximum Price, Consultant shall review copies of requisitions received from Subcontractors, material suppliers and other data necessary to certify payment.
- c. The Consultant shall maintain a record of the Contractor's Applications for Payment.

4) Submittals

- a. The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of 1) checking for conformance with the Contract Documents and 2) checking that the work affected by such submittals is in compliance with the requirements of the Contract Documents.
- b. The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor.
- c. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant.

5) Changes in the Work

- a. The Consultant shall review properly prepared, timely requests by JHS or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Consultant to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Consultant determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Consultant may recommend a minor change in the Work or recommend to JHS that the requested change be denied. Determinations on all requests under this section shall be made within ten (10) working days.
- b. If the Consultant determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Consultant shall make a recommendation to JHS, who may authorize further investigation of such change(s). Upon such authorization, and based upon information furnished by Contractor, if any, the Consultant shall estimate the additional cost and/or time that might result from such change. With JHS approval, the Consultant shall incorporate those estimates into a Change Order(s) or other appropriate documentation for JHS execution or negotiation with the Contractor. In no way shall JHS bear the cost for Consultant's services or Contractor charges associated with Consultant-initiated changes to complete the drawings after issuance of a building permit or to correct design error or omissions.
- c. The Consultant shall prepare Change Orders and Construction Change Directives for JHS approval and execution in accordance with the Contract Documents. The Consultant may recommend minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the Contract Documents. If necessary, the Consultant shall prepare, reproduce and distribute drawings and specifications to describe Work to be added, deleted or modified.
- d. The Consultant shall maintain records relative to Changes in the Work including a log of all Construction Change Directives and Change Orders with current status of same updated on a weekly basis.

6) Project Completion

- a. In conjunction with JHS, Consultant shall conduct site inspections to determine the dates of Substantial Completion and Final Completion, and shall issue Certificates of Substantial Completion and Final Completion. The Consultant shall receive and review (and approve or disapprove, as appropriate) the completeness of the written guarantees, warranties and related documents required by the Contract Documents to be assembled and submitted by the Contractor, and shall issue to JHS a final

Certificate of Payment, together with such written guarantees, warranties and related documents set forth above and in compliance with the Contract Documents.

- b. The Consultant's inspections shall be conducted with JHS designee to check conformance of the Work with the requirements of the Contract Documents and to check the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. Any incomplete list furnished by the Contractor will be supplemented by the Consultant promptly upon receipt. Consultant shall identify additional items to be completed by room number/location, etc.
- c. When the Work is found to be substantially complete, the Consultant shall inform JHS about the balance of the Contract Sum to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.
- d. The Consultant shall receive from the Contractor and forward to JHS: 1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and 2) affidavits, receipts, releases and waivers of liens or bonds indemnifying JHS against liens. One year from Substantial Completion, the Consultant will cooperate with JHS in creating a list of warranty items that require correction, repair or replacement.
- e. To assist with permit close out, the Consultant shall provide as-built drawings both in paper and CADD format to both the Contractor and JHS at the conclusion of the Project based upon a set of marked-up prints provided by the Contractor including all changes made during the course of construction.

7) Facility Operation Services

- a. The Consultant shall meet with JHS designee prior to Substantial Completion to review the need for facility operation services.
- b. Prior to the expiration of one year from the date of Substantial Completion, the Consultant shall conduct a meeting with JHS designee to review the facility operations and performance and to make appropriate recommendations to JHS.

8) Additional services as may be required by JHS to complete Phase V Services.