

## CONSULTANT WORK ORDER

<b>Date:</b>	<b>08/17/21</b>
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1. PROJECT INFORMATION:

<b>Project Title:</b>	<b>Imagine Clearwater</b>
<b>City Project Number:</b>	17-0031-EN
<b>City Plan Set Number:</b>	2017026
<b>Consultant Project Number:</b>	21031
<b>Project Description</b>	Imagine Clearwater Community Park –as described in Stantec drawings and construction scope as described in SKANSKA GMP 1 dated 7/29/20, SKANSKA GMP 2 dated 3/25/21 and SKANSKA GMP 3 dated 6/28/21

2. SCOPE OF SERVICES:

- I. The overall scope of work is to provide Owner Representative services by augmenting the City's staff, overseeing progress on the project from the City's perspective, coordinating strategies with the City and managing the budget, the schedule and the project on behalf of the City. **InVision Advisors (IVA)** will prepare regular briefings and reports to keep the City informed of progress and facilitate / recommend decisions needed by the City. IVA will work with Tim Kurtz under the direction of Tara Kivett and Elliot Shoberg.

Initial activities include reviewing in detail the Architect/Engineer (A/E) and Construction Manager (CM) agreements and fees, the GMP 3 financial information and qualifications, the Construction Documents for GMP 3, as well as the currently established communication protocols. We will also conduct in-depth briefings with the appropriate City staff, members of the A/E and the CM to quickly understand open issues that need to be resolved. IVA will recommend refinements to the project set-up to further streamline information flow and decision-making.

More specific tasks may include the following items:

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## II. RESPONSIBILITIES ALLOCATION:

- a. Clear communication and understanding of “who is doing what”. IVA will develop responsibilities matrices at the beginning and throughout the project so that information flows timely and properly.

## III. SCHEDULING:

- a. IVA will maintain all parties’ responsibilities in meeting critical deadlines. This Master Schedule Oversight will incorporate owner items, equipment procurement, design schedules, jurisdictional requirements, licenses, construction, and occupancy. This schedule will be constantly monitored and updated. It will be expanded by the Construction Manager to include all the necessary subcontractor trades.

## IV. JURISDICTIONAL MEETINGS AND PRESENTATIONS

- a. IVA will prepare briefings for use by City Engineering staff or attend meetings and present on the City’s behalf in any presentations needed for any aspect of the project or approvals.
- b. IVA will also prepare progress briefings for use by City Engineering staff to update the City Manager, the City Council and the Mayor.

## V. ARCHITECT / ENGINEER AND CONSTRUCTION MANAGER COORDINATION AND PROCESS MANAGEMENT:

- a. IVA will communicate regularly with the Design and Construction Teams, in separate or joint meetings, as appropriate.
- b. IVA will review project progress and set project milestones that are monitored weekly.
- c. IVA will meet regularly with the architects and the engineers to ensure the project is fully developed.
- d. IVA will also meet regularly with the construction management field team to monitor the project buy-out, the refinement of the GMP line items, any impending changes that may impact the project cost or the schedule.
- e. IVA will keep the City Engineering staff regularly briefed.
- f. During construction, IVA will monitor clarifications, Requests for Information (RFI), shop drawing review and approvals, etc. to make sure that they are distributed and processed timely by the appropriate team members.

## VI. PERMITTING:

- a. InVision will assist with all aspects of remaining permitting. We will monitor permit revisions and timelines for revisions by the architect. Specific work will include:

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- i. Manage Client information required to be compiled for building permit.
  - ii. Monitor delivery of information from all parties to the CM for permit re-submittals.
  - iii. Monitor permit with jurisdiction for comments and progress.
  - iv. Manage the architect and engineers regarding necessary revisions.
  - v. Communicate any programmatic concerns or design changes to the Client for review and acceptance.
  - vi. Monitor revisions and resubmittals, and proper issuance of necessary permits.

## VII. CONSTRUCTION:

- a. During construction, the Client has roles and responsibilities to both the Architect and the Construction Manager. They are expected to clarify questions, make decisions, and pay promptly. We understand that some of these tasks will be monitored by City staff, but we will assist in the facilitation of the following:
  - i. Spend sufficient time on the site to ensure timely progress of the work and facilitate quick turn-around of answers between project team members to assist in the smooth progression of the work.
  - ii. Review the Construction Schedule developed by the CM and review its integration into the comprehensive schedule.
  - iii. Review weekly or periodically as directed by the City Engineering staff the updated schedule, the current Request for Information (RFI) Log, the current Submittal Log, the current Change Order Log as well as current critical issues.
  - iv. InVision will represent the City Engineering staff at the weekly construction meetings.
  - v. Attend progress meetings onsite with the CM, Design Team and the City. Review meeting minutes for these meetings to track action items, areas of responsibility and due dates.
  - vi. Issue monthly progress reports to the City Engineering staff that will include an updated schedule, current RFI Log, the current Submittal Log, the current Change Order Log as well as a discussion of current critical issues, general progress and quality of the work, pending problems, and the overall status of the project. Monthly progress reports to be issued at the same time monthly invoices are submitted.
  - vii. Meet with the City Engineering staff regularly to review and discuss construction progress, as well as any other matters, so that the staff is kept informed and able to respond to internal requests for updates.
  - viii. Review the Submittal Log to ensure that all submittals required by the contract documents are submitted and processed in a timely fashion.

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- ix. Work with the design team and the CM to prioritize submittals for review based on lead times for the materials.
- x. Review the log of all Requests for Information (RFI) to assure that none are overlooked and that all are responded to in a manner that preserves the schedule and the budget.
- xi. Review Change Orders presented by the CM and research their validity prior to making a recommendation for approval or disapproval to the City Engineering staff.
- xii. Review all invoices for Design Consultant Services involved with the project and approve same prior to review and approval by the City Engineering staff.
- xiii. Concurrently with the Architect, review Monthly Progress Payments presented by the CM to verify the amounts being invoiced against with the progress of the work and any approved change orders, prior to submittal to the City Engineering staff.
- xiv. Work with the design team and the CM to obtain accurate record documents incorporating changes to the original drawings to assure an accurate representation of construction detail for future reference, together with warranties and operating manuals.
- xv. Review with the design team any proposed substitutions of significant material or equipment and make recommendations to the City Engineering staff.
- xvi. Coordinate the resolution of any job site problems involved with the local authorities, adjacent businesses and/or activities.
- xvii. Advise the City Engineering staff of any differences that may occur between the design team and the CM regarding execution of the work, and recommend resolution alternatives.
- xviii. Update the schedule as needed and inform the City Engineering staff of major shifts.
- xix. Facilitate the development of the Owner Direct Purchase (ODP) program in association with City of Clearwater Finance, City Engineering, and the CM.

### 3. FEES:

- a. IVA's fee is tied to a level of effort to keep the project progressing rather than to specific scope line items. Based on our experience in similar size and scope projects, we forecast an average of 12-20 hours per week on the project throughout its duration.
- b. The fee is a fixed fee of \$10,000 per month. This fee would begin in September 2021 and carry through September of 2023, a total of 24 months totaling \$240,000.00.
- c. The fee includes all labor anticipated to be incurred by InVision Advisors including access to all staff, in-house resources and equipment and all necessary time on the project.

- d. Should additional time be required to complete the project, not due to IVA's performance, an amendment to this agreement will be executed.
4. CORRESPONDENCE/REPORTING PROCEDURES:
- IVA's project correspondence shall be directed to:
- Tim Kurtz - 727-562-4737 - [timothy.kurtz@myclearwater.com](mailto:timothy.kurtz@myclearwater.com)
- Tara Kivett – 727-439-1514 - [Tara.Kivett@myclearwater.com](mailto:Tara.Kivett@myclearwater.com)

All City project correspondence shall be directed to:

Pete Karamitsanis – 813-300-6022 – [petek@invisionadvisors.com](mailto:petek@invisionadvisors.com)

Jonathan Moore – 813-78403146 – [j.moore@invisionadvisors.com](mailto:j.moore@invisionadvisors.com)

5. INVOICING/FUNDING PROCEDURES:
- City Invoicing Code: ENGF180013-CONS-PROSVC**

For work performed, invoices shall be submitted monthly to:

**Attn: Brooke Freeman, Accountant**  
**City of Clearwater, Engineering Department**  
**PO Box 4748**  
**Clearwater, Florida 33758-4748.**

Contingency services will be billed as incurred only after written authorization provided by the City to proceed with those services.

6. INVOICING PROCEDURES:

At a minimum, in addition to the invoice amount(s) the following information shall be provided on all invoices submitted on the Work Order:

1. Purchase Order, Project and Invoice Numbers and Contract Amount.
2. The time period (begin and end date) covered by the invoice.
3. Contract billing method – fixed monthly rate.

7. CONSIDERATIONS:

Consultant acknowledges the following:

1. The Consultant named above is required to comply with Section 119.0701, Florida Statutes, where applicable.
2. All City directives shall be provided by the City Project Manager.
3. "Alternate equals" shall not be approved until City Project Manager agrees.
4. All submittals must be accompanied by evidence each has been internally checked for QA/QC before providing to City.
5. Consultants/Contractors are not permitted to use City-owned equipment (i.e. sampling equipment, etc.).
6. Documents posted on City website must ADA accessible.

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7. There are no services described herein, within the scope of InVision Advisors, that take the place of the Architects of Record, Engineers of Record, Licensed General Contractors or Licensed Subcontractors. InVision Advisors is a representative of the Owner and does not take responsibility of the design requirements, codes, means and methods or any liability typically within the scope of a licensed design or construction professional. The Owner understands that there is no such things as a perfect set of drawings, and while InVision will use an expected standard of care, is not responsible for correcting mistakes of licensed design or construction professionals.
8. If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute, unless otherwise agreed in writing, by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

SIGNATURES:

**PREPARED BY:**

**APPROVED BY:**

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**Jonathan Moore**  
**President**  
**InVision Advisors**

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**Tara Kivett, P.E.**  
**City Engineer**  
**City of Clearwater**

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**Date**

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**Date**