

A. GENERAL

The CONSULTANT shall perform all services required to assist the CITY in the administration of the execution of the Community Venue projects in a manner consistent with the timely progression of the work. The CONSULTANT shall provide administration assistance as requested and shall assist in establishing and implementing coordination and communication procedures among the appropriate parties to the work. The CONSULTANT shall be present at the Community Venues' sites, as requested by the CITY, when the construction work is in progress to monitor quality, safety, contract compliance and report discrepancies to the CITY with appropriate corrective measures, as necessary.

The services to be performed by the CONSULTANT under this solicitation shall not impose upon it any obligation to assume any responsibilities, duties, services, or activities assumed or required to be rendered or performed by any architect, engineer, or construction contractor employed by, or associated with the CITY or the Community Venue developers, in relation to the Project. In performing constructability reviews or any other review involving the drawings and/or specifications for the Project, CONSULTANT does not undertake to perform any design work, nor does it accept responsibility for any of the design features or design of the project, which shall remain the sole responsibility of the applicable Architect of Record.

The CONSULTANT shall have no responsibility for construction means, methods, sequences, techniques or health and safety precautions and programs of the construction contractor(s), including construction site safety, all of which shall remain the sole responsibility of the construction contractor(s). If the CONSULTANT is required to monitor the construction contractor(s) work for compliance with the contract documents, which includes; the plans, drawings and specifications, the CONSULTANT shall have no responsibility to monitor the construction contractors(s) work in regard to any federal, state and local laws, rules and regulations pertaining to health and safety, which includes federal and/or state OSHA rules and regulations. The CONSULTANT shall only be responsible for the safety of the CONSULTANT's employees and the CONSULTANT's subconsultants. The CONSULTANT is not responsible for the safety of any other person working on this Project.

The CONSULTANT will provide required personnel, as approved by the CITY, who shall assist CITY staff in the management of the execution of the work, as requested by the CITY, and perform activities such as, but not limited to the following: daily program management, site progress reviews/monitoring, and contract completion and acceptance.

B. DESIGN ASSISTANCE

When requested by the CITY, the CONSULTANT will provide assistance to review drawing package submittals provided by the CITY's Venue Partners. These are the Events Center Development, LLC for the Events Center and the Dr. Phillips Center for the Performing Arts, Inc. Typically, these will occur at Schematic and Design Development submittal and at three (3) stages during Construction Document preparation. The CONSULTANT will be responsible for distribution to its team and other parties the documents received from the CITY. The timeframe for review shall be 20 calendar days. The disciplines will vary as to the completeness of the documents, so the CONSULTANT will need to adjust its staffing as appropriate. The CONSULTANT will be responsible to receive, review, collect, and consolidate all

comments received in sufficient time to allow the CITY a final review of the comments in the stipulated 20 day period, before said documents are returned to the Venue Partner.

For the Florida Citrus Bowl, The CONSULTANT will provide design reviews on repair, renovation, and upgrade projects, as such projects are identified.

Part of the design review process, if requested by the CITY, may include constructability analysis and value engineering.

When a project is in construction, the CITY may request the CONSULTANT to provide input on RFIs and other documents generated in the field by the design team to support the work effort. This input shall be done in three (3) work days.

Since there are other projects being undertaken by the CITY in support of the Community Venues, the CONSULTANT may be requested to provide design review assistance to these as well.

C. OVERSIGHT ASSISTANCE ON THE CITY'S BLUEPRINT AND MWBE PROGRAMS

The CITY has hired a full time employee to coordinate these programs as they relate to the Community Venues. Due to the ambitious nature of the effort, the CITY may require the CONSULTANT to actively assist in the implementation, execution, monitoring, and reporting related to this effort. It is expected that the CONSULTANT is fully versed in the requirements specific to these programs. As part of this, the CITY may require the CONSULTANT to participate in the various community outreach efforts regarding the Community Venues.

D. ASSISTANCE IN "GREEN" CERTIFICATION/DESIGNATION

The CITY has committed to the community that the Event Center, Performing Arts Center, and Citrus Bowl will attain a green certification/designation. As part of the services to be provided by the CONSULTANT, it may be requested to provide assistance in this effort. This could consist of design input, field reviews, closeout monitoring, and other activities associated with green certification/designation.

E. DAILY PROGRAM MANAGEMENT

It is to be noted that the following activities will vary greatly as to the specific Community Venues projects. For the Events Center it is anticipated that little field involvement will be required during project close-out, and this will be at the specific request of the CITY. For the Performing Arts Center, participation during construction may increase, but only at the specific request of the CITY. The following activities generally relate to any requested work at each Venues project, including potential additional work at the Florida Citrus Bowl.

PROGRESS PAYMENT REPORTS

The CONSULTANT will assist the CITY in verifying monthly progress payments.

PLANNING

The CITY has numerous activities related to the Venue Program, besides the three (3) specific projects. These include demolition, site clearing, utility relocations, a parking garage, and streetscape improvements, as well as coordination with adjacent projects, such as the expansion of 1-4. As such, the CONSULTANT may be called upon to develop and maintain an overall program planning schedule.

PROJECT SCHEDULES

The CONSULTANT will review and evaluate the following schedules, as appropriate, and provide recommendations to reduce impact on cost and time, with special attention to be paid to critical and semi-critical path activities:

- Design Schedule
- Detailed Construction Schedule
- Milestone Schedule
- Manpower Schedule
- Cash Flow Schedule
- Submittal Schedule
- Change Impact Schedule, Recovery Schedule and Short Term Schedule
- Schedule of Values

When the work involves construction and as requested by the CITY, the CONSULTANT will work daily with the Contractor's field staff to identify potential impacts to the critical and semi-critical path. For any such impacts, the CONSULTANT will facilitate and coordinate the identification and implementation of corrective measures. Any corrective measures requiring the CITY's input and/or direction will be promptly forwarded, with recommendations to the CITY.

The CONSULTANT will coordinate with outside parties any potential schedule impacts due to scope changes which were not part of the construction, so as to minimize impacts to the critical path, should new scope be introduced. If a critical path item is impacted, the possible/probable affect of this impact shall be promptly reported to the CITY, with recommendations.

CONTRACT CHANGE MANAGEMENT

To coordinate the project cost and schedule impact, documentation shall be processed promptly on design and field generated changes. Contract change order requests shall be processed for any change in scope, schedule, or special conditions that affect the construction contract. Change orders shall be reviewed and evaluated by the design team and the CONSULTANT as to entitlement and as appropriate, negotiated by the CONSULTANT who will provide a recommendation to the CITY for approval. The CONSULTANT may also recommend alternatives to reduce cost and time impacts.

BUDGETING

As part of the overall effort to ensure the various projects in the Venue Program stay on budget, the CONSULTANT may be required to develop budgets for specific projects and/or activities for the CITY's review. Additionally, the CONSULTANT may be required to perform checks on budgets developed by others.

ESTIMATING

The CONSULTANT will provide quantity survey data from drawings, site visits and corresponding costs to evaluate fair cost estimates and also assist the CITY in quantifying monthly progress payment reports as to work accomplished for the period. Additionally, the CONSULTANT will:

1. Provide quantity take-offs from drawings and by visiting actual site locations, in providing backup data and costs in processing change orders and/or general cost information.
2. Provide quantity take-offs and corresponding costs for design and field changes, as necessary.
3. Assist in approving schedule of value quantities in the monthly production of the Contractors' progress payment reports.
4. Assist in the review of Contractor pricing/claims/unit rates in comparison to the contractual agreement with the CITY.
5. Assure that cost estimating procedures are in line with the approved estimating standards in use.
6. Evaluate true cost comparisons and savings in the Value Engineering process offered by the Contractor or others.
7. Assist in the fair cost versus contractor's cost and attend negotiation meetings, as necessary.

BACK CHARGES

If a contractor cannot, or will not, perform work under its contract and it becomes necessary to accomplish the work by other means, the CONSULTANT will assist the CITY in the documentation required to back charge the original contractor for the cost that will occur.

In the event that change orders or additional costs are incurred as a result of errors and omissions in design, the CONSULTANT will assist the CITY in the documentation required to back charge the appropriate design group for the cost as it is incurred.

VERIFICATION

Verify/substantiate any change order requests. Review contractor cost and provide independent opinions. Provide resolution and recommendations. The above items will be documented with hard copy deliverables.

SITE PROGRESS REVIEWS/MONITORING

The CONSULTANT will provide the planning, monitoring, and implementation of managing field activities as to quality control/inspections/liaison with a design/progress/quantity survey. The CONSULTANT will support the CITY in the data assembly needs for review/response to the Contractor's monthly progress payment. In order to accomplish these goals, the CONSULTANT will perform the following activities.

1. Facilitate on-site technical advice as required to facilitate construction compliance with design, specifications and good engineering practices.
2. Monitor the acquisition of materials purchased by the contractor under the Sales and Use Tax Savings/Direct Purchase Program, identifying material disposition, inspection of off-site stored materials, usage, and incorporation into the Project.
3. Coordinate design interpretation/detailing/quality control.
4. Review and comment on select submittals for equipment and materials supplied by the contractor.
5. Liaison with design team to assist as necessary in the response to Requests for Information (RFIs).
6. Monitor the processing of design related issues to allow for timely execution of the work.
7. Review drawing revisions to ensure Architect is provided with timely information and the Contractor is working from latest revision.
8. Assist in the daily field management of the contractor as to the documentation of activities, inspections, quantity surveyor of materials removed/placed for the data required in the daily/weekly and monthly project and progress payment reports.
9. Attend staff and contractor's weekly progress meetings to report on access/RFIs/non-conformance progress and field problems that are potential or existing barriers to construction continuity.

QUALITY CONTROL

Provide select inspection services to help monitor Contractor compliance to specified contract quality requirements. Coordinate with the civil, architectural, mechanical and electrical inspection team as to their responsibilities; inspection criteria; reports as to the contractor's conformance or nonconformance to project design and specifications/workmanship/materials/safe manner of operations and the actions taken in mitigating faulty workmanship and materials accordingly.

In conjunction with the Architect of Record, the CONSULTANT will make recommendations to the CITY regarding defective or nonconforming work, that in their opinion should be rejected as not conforming to

the contract documents.

INSPECTIONS

Inspectors shall perform site inspections of Contractor's work, working with the A/E's team on non-conformance items (NC), reporting the issues to the Contractor via their manager and performing follow-up to ensure timely compliance.

Monitor the re-certification process. Clear the NC Report when contractor rectifies the NC.

Keep daily reports as to weather conditions/manpower/equipment/activities/quantities. This backup data may be used by the CONSULTANT in case of potential or active claims initiated by the Contractor or subcontractors.

Verify quantities as may be noted on Contractor's monthly progress payment report.

LIAISON WITH DESIGN TEAM AND OTHER PARTIES

Assist in reviewing Contractor's RFIs querying design issues and interface with design groups.

Clarify and communicate design interpretation with design team on an as needed basis.

Initiate coordination drawing meetings, especially those potentially affected by the construction schedule.

Coordinate field design issues and/or field methods for approval with design team.

The CONSULTANT will closely coordinate the needs relating to Furniture, Fixtures and Equipment (FF&E) and how it will affect the schedule and field execution. The CONSULTANT will make recommendations to the CITY as to how to best incorporate any new items into the Work.

The CONSULTANT will closely monitor the day-to-day interface between the A/E, Contractor, inspecting entities and others so that the scheduled needs are being met, follow-up actions are identified and acted upon, and the CITY shall be notified as required to provide input.

ERRORS AND OMISSIONS

The CONSULTANT and its subconsultants shall document all construction changes and shall categorize all changes according to the various types, causes, etc. that the CITY may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that were prepared by the Design Team. For the purposes of this contract provision, errors and omissions shall be verified by the CONSULTANT and its subconsultants and documented such that the CITY will have support documentation for resulting claims and recovery actions.

The CONSULTANT (and any subconsultant, as applicable) shall participate in all negotiations with the contractor and designer related to errors or omissions.

F. CONTRACT COMPLETION AND ACCEPTANCE

NOTICE OF COMPLETION

When the contractor informs the CITY via letter, that the work is ready for a preliminary Punch Listing (P/L), the CONSULTANT(s) field staff shall coordinate the effort to develop the P/L with the design team, CONSULTANT, and the CITY. The final P/L will be initiated with a joint group from the selected firm and CITY. The CONSULTANT will provide a final inspection of the Project along with the Architect of Record and prepare a report of the final inspection.

A notice of completion shall be prepared to inform the CITY of completion and that the CONSULTANT will initiate contract closeout action.

SUBSTANTIAL COMPLETION

The CONSULTANT will verify that all P/L items have been satisfactorily completed and that a Certificate of Occupancy has been obtained by the Contractor.

The CONSULTANT will verify that the Contractor has done their Substantial Completion list.

The CONSULTANT will verify that all testing, documentation, manuals, and other deliverables by any party are provided to the CITY as required.

NOTICE OF SUBSTANTIAL COMPLETION

The CONSULTANT will verify that all requirements, as defined in the Contract Documents, as may be amended, are satisfied by all parties before recommending the CITY accept the work.

FINAL PAYMENT CHECKLIST

During the closeout of the contract, the CONSULTANT shall coordinate the final payment checklist i.e. turnover of keys, proper signage, vendors Operation and Maintenance Manuals. After all items are satisfied, the checklist will be provided by the CONSULTANT and others and distributed for information.

FINAL PROGRESS PAYMENT REPORT AND RETENTION RELEASE

After completion of the final payment checklist, release and waiver of lien, completion and acceptance certification, the CONSULTANT shall coordinate with the surety, design team and the CITY for approval.

The CONSULTANT shall review the final progress payment report.

The CONSULTANT is to verify training has been conducted.

The CONSULTANT is to provide occupancy assistance and user coordination, as required.

ADDITIONAL SPECIALTY SERVICES

The CONSULTANT shall provide oversight of the installation and functioning of specialty systems such as: security, smoke evacuation, telecommunications, building commissioning, and building management systems.

NON-LIMITING LIST

It is the intention of the parties that this scope of services for the CONSULTANT is not limiting. The CONSULTANT is to provide additional project support services as may be directed by the CITY. The CITY and the CONSULTANT will review the additional services that may be required and shall decide if existing staff can provide these services.

G. SCOPE OF SERVICES FOR THIS 2014-2015 EXTENSION

It is anticipated that the CONSULTANT will provide the following services as more particularly described above during this extension of the Agreement:

1. Performing Arts Center:
 - a. Review change order requests and change order pricing, and provide comments.
 - b. Review as-built documentation.
 - c. Provide assistance with oversight of commissioning, LEED certification, and QA/QC, and Close-out processes.
 - d. Provide specialty design reviews.
 - e. Review project schedules and provide comments.
 - f. Review construction activities for quality and schedule compliance.
 - g. Provide summary level budget tracking forms.
 - h. Provide close-out assistance.
 - i. Provide oversight of off-site projects including Round Building demolition, City Commons Plaza renovations, and crosswalk/signalization work.
2. General: The CONSULTANT may support the CITY, as follows: administration of its BLUEPRINT and M/WBE Program; input into the Green certification/designation effort; planning; review applications for payments; verify compliance with insurance requirements; document control; and support to the general administration and execution of the Community Venues projects.