

# Spring Training Facilities Update

- Interim Funding Agreement
- Owner's Representative Agreement
- Architect's Agreement
- All Agreements are funded as part of the \$31.2 Million financing provided for in the Memorandum of Understanding (MOU) between Sarasota County and the Baltimore Orioles

# Interim Funding Agreement

- Provides for:
  - Establishment of a Construction Fund in the amount of \$2 Million (from already collected TDT)
    - Payments from the Construction Fund to the Project Architect
    - Payments from the Construction Fund to the Owner's Representative
    - Payments from the Construction Fund to the Orioles' Representative
    - Other Payments up to a maximum of \$150,000 for expenses permitted under the MOU
  - May be amended from time to time

## Motion

- To approve the Interim Funding Agreement between Sarasota County and the Baltimore Orioles

# Owner's Representative Agreement

- Scope of Services to be provided in Stages
  - Stage I: Pre-Construction Services
  - Stage II: Construction Services
  - Stage III: Post Construction Administration and Other Services
- The Scope is intended to include a broad range of potential services and tasks that may be performed
  - Task Assignments will be issued to authorize specific work at each stage

# Owner's Representative Rankings

1. International Facilities Group, LLC / Ivy Ventures, Inc.
2. Fawley-Bryant / Brailsford & Dunlavey
3. URS Corporation / KCC Estimating & Construction Services, Inc.

## Motion

- To approve the Owner's Representative Agreement between Sarasota County and International Facilities Group, LLC in the amount of not-to-exceed \$ 500,000.

# Changes to Architect's Agreement

- The Agreement will be between the County and Hoyt Architects, with Hoyt serving as Architect of Record and Schwarz having the responsibilities of Design Architect
- Owner's Contingency
  - Available only for costs and expenses of the Project that are not reasonably foreseeable, or that are not able to be accurately priced
  - Funds from the Owner's Contingency shall be expended only with prior written approval

# Architect's Scope

- Phase I: Site Analysis and Programming;
- Phase II: Master Plan;
- Phase III: Schematic Design;
- Phase IV: Design Development & Permitting;
- Phase V: Final Pricing Documents;
- Phase VI: Construction Documents;
- Phase VII: Cost Control and Guaranteed Maximum Price and Construction Administration;
- Phase VIII: Post-Construction Administration

## Architect's Schedule

- Project Architect services to be covered with the Interim Funding Agreement through Design Development Phase IV (except services related to permitting)
  - Will provide for the Project Design Plan to be completed per the conditions of the MOU
  - On or before December 21, 2009

# Architect's Rankings

1. David M. Schwarz Architects / Hoyt Architects
2. Populous
3. BMK Architects / DLR Group

## Motion

- To approve the Agreement for Professional Services between Hoyt/DSW, Inc. dba Hoyt Architects and Sarasota County in the amount of not-to-exceed \$2,409,000.

– Fee for Services	\$2,184,000
– Owner’s Contingency	<u>225,000</u>
	<b><u>\$2,409,000</u></b>