

VILLAGE OF BRADLEY

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RESOLUTION NO. R-03-23-02

AGREEMENT WITH SPORTS FACILITIES DEVELOPMENT, LLC TO PROVIDE  
PROFESSIONAL CONSULTING AND OWNER'S REPRESENTATION SERVICES FOR THE  
CONSTRUCTION OF AN OUTDOOR DIAMOND FACILITY

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 13 DAY OF March, 2023

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Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,  
Kankakee County, Illinois this 13 day of March, 2023.

RESOLUTION NO. R-03-2302

AGREEMENT WITH SPORTS FACILITIES DEVELOPMENT, LLC TO PROVIDE PROFESSIONAL CONSULTING AND OWNER'S REPRESENTATION SERVICES FOR THE CONSTRUCTION OF AN OUTDOOR DIAMOND FACILITY

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**WHEREAS**, the Village of Bradley is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq.; and,

**WHEREAS**, Village Staff reviewed qualifications of Sports Facilities Development, LLC ; and

**WHEREAS**, Sports Facilities Development, LLC is a Florida based firm that has specialized experience working on the design & construction of sports fields; and

**WHEREAS**, the Village Board has determined that it is in the best public interest to enter into a contract not to exceed \$875,000 000 Eight Hundred and Seventy-Five Thousand Dollars and 00/100 with Sports Facilities Development, LLC for consulting & owner's representation services for the construction of an outdoor diamond facility; and

**WHEREAS**, the Village Board finds that this Resolution protects and promotes the public welfare, safety, health and morals;

**NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1.** CONSULTING CONTRACT AUTHORIZED

The Mayor is authorized and directed to execute an agreement with Sports Facilities Development, LLC for, consulting & owner's representation services for the construction of an outdoor diamond facility substantially in the format attached hereto as Exhibit A, subject to such modifications as shall be acceptable to him. The Mayor shall further be authorized and directed to execute any related or supplemental documents, including approval of scopes of work, project timelines or revisions thereto, or related documents. The Mayor shall further be authorized to execute agreements relating to supplemental work from Sports Facilities Development, LLC, provided that the total cost authorized for project purchase and implementation shall not exceed \$875,000 000 Eight Hundred and Seventy-Five Thousand Dollars and 00/100.

**SECTION 2.** The Corporate Authorities hereby waive, by an affirmative vote of two-thirds (2/3) of the trustees presently holding office, any and all competitive bidding requirements as might otherwise be applicable to the purchases authorized by this Resolution.

**SECTION 3.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 4.** That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

**SECTION 5.** That the Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 6.** That this Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED** by the Board of Trustees on a roll call vote on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**TRUSTEES:**

RYAN LEBRAN	Aye – ____	Nay – ____	Absent – ____
BRIAN BILLINGSLEY	Aye – ____	Nay – ____	Absent – ____
DARREN WESTPHAL	Aye – ____	Nay – ____	Absent – ____
BRIAN TIERI	Aye – ____	Nay – ____	Absent – ____
GRANT D. VANDENHOUT	Aye – ____	Nay – ____	Absent – ____
GENE JORDAN	Aye – ____	Nay – ____	Absent – ____

**VILLAGE PRESIDENT:**

MICHAEL WATSON      Aye – \_\_\_\_      Nay – \_\_\_\_      Absent – \_\_\_\_

**TOTALS:**                      Aye – \_\_\_\_      Nay – \_\_\_\_      Absent – \_\_\_\_

**ATTEST:**

\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

  
\_\_\_\_\_  
MICHAEL WATSON, VILLAGE PRESIDENT

**ATTEST:**

\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK  
VILLAGE CLERK

STATE OF ILLINOIS            )  
  )  
COUNTY OF KANKAKEE    )        §§

I, JULIE TAMBLING, Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number \_\_\_\_\_, “AGREEMENT WITH SPORTS FACILITIES DEVELOPMENT, LLC TO PROVIDE PROFESSIONAL CONSULTING AND OWNER’S REPRESENTATION SERVICES FOR THE CONSTRUCTION OF AN OUTDOOR DIAMOND FACILITY ” which was adopted by the Village President and Board of Trustees at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
JULIE TAMBLING,  
VILLAGE CLERK

(SEAL)

# **ATTACHMENT A**

## **CONSULTING SERVICES AGREEMENT**

This **CONSULTING SERVICES AGREEMENT** (“Agreement”) is made as of \_\_\_\_\_, 2023 (“Effective Date”), by and between the Village of Bradley, an Illinois municipal government, having its principal place of business at 147 S. Michigan Ave., Bradley, Illinois 60915 (“Client”), and Sports Facilities Development, LLC, a Florida limited liability company, authorized to do business in Illinois and having its principal place of business at 600 Cleveland Street, Suite 910, Clearwater, Florida 33755 (“SFD” or “Contractor”) (Client and SFD may hereinafter be referred to as “Party” individually or “Parties” collectively), for professional consulting services in connection with the planning, design, construction and procurement for a sports and recreation complex in the Village of Bradley, Illinois, known as the “Bradley Sports Complex” and depicted in the attached **Exhibit C** (“Facility” or “Project”).

1. Client hereby engages SFD for the professional consulting and owner’s representation services set forth in this Agreement, and SFD agrees to provide such services beginning on the date that Client obtains (formal) approval to commence all steps to construct the Facility (the “Commencement Date”). SFD agrees to and shall perform all work under this Agreement in accordance with the terms and conditions contained herein, and in a competent, timely and professional manner.
  - a. Client and SFD agree to proceed on the basis of mutual trust, good faith and fair dealing, and will endeavor to promote harmony and cooperation among all Project participants.
  - b. SFD represents that it is an independent contractor and in performance of its services it will at all times act as an independent contractor and be compensated in accordance with such status. SFD acknowledges that it cannot bind any third part on behalf of the client.
  - c. The Contractor has sole discretion to determine when, during what hours, and at what location the Contractor will perform services as well as the methods and techniques that will best accomplish the services to be provided under this Agreement. However, the Contractor warrants that such methods and Contractor has the requisite expertise, ability, and skill to render the service required by this Agreement. The Contractor further agrees to supply all tools, equipment, and materials required to perform these services.



2. **Duty to Coordinate Services, Cooperate with Other Project Participants and Timely Perform Services.**

SFD's services are generally identified in **Exhibit B** hereto. In addition, the Parties agree to the following:

- a. It is understood and agreed that SFD is an independent contractor to Client. SFD is not an agent or representative of the Client and has no authority (express or implied) to contract for or bind Client.
- b. SFD, as part of its duties and responsibilities on the Project, will exercise its best efforts to coordinate all of its duties and responsibilities with Client, and the architect for the Project ("Architect"), other contractors and consultants, including but not limited to Client, and, so as to work in harmony and cooperation with all project participants.
- c. SFD is not acting as an architect, construction manager or general contractor. SFD will not be responsible for actual architectural work or design, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Project, although SFD will advise and consult with Client, the general contractor for the Project ("GC") and the Architect with respect thereto. SFD and Client acknowledge that SFD is not responsible for the design of the Project. SFD agrees that all consultations with and recommendations to Architect with respect to design decisions will be made to assist Client, GC and Architect in evaluating alternatives from Client's perspective and interest (including, without limitation, alternatives with respect to value engineering) and are not to be considered a design evaluation of the soundness or effectiveness of any particular design approach. Client acknowledges that SFD will not be liable to Client for the cost of the Project or for any acts or omissions of the Architect, construction manager, GC any subcontractor or any associated professionals and consultants, but SFD will advise Client promptly of any such acts or omissions on behalf of any of the foregoing parties if SFD becomes aware of any such acts or omissions.
- d.—SFD acknowledges that the Client is a (non-home rule) municipal corporation governed by the Illinois Municipal Code. SFD agrees and acknowledges that the Client will not waive any statutory or litigation protections (including and without limitation those related to tort immunity) in the event the Client is named as a defendant in any lawsuit. This shall minimally include one (1) weekly status call

or meeting at such reasonable time determined by the client and written weekly feedback delivered to the Client.

e.d.

3. **Client Acknowledgements to SFD.**

- a. Upon request, and to the extent that it controls or can reasonable obtain it, Client agrees to provide SFD with the information and materials for SFD to perform its services. The failure of Client to provide SFD with information and materials or acquire real property as to where the proposed Project is to be located shall not be deemed a breach of this Agreement.
- b. The costs of procuring and executing services required by the Project will be borne by Client.
- c. Client will exercise its reasonable efforts to cause its other contractors and consultants to cooperate with SFD in the performance of its duties and responsibilities.
- d. Client agrees to seek independent accounting and legal services that are necessary for the operation of the Facility.
- e. Client acknowledges that SFD is a sports facility planning, management and consulting firm. Client understands that SFD is not licensed to sell securities.
- f. Client acknowledges that SFD is neither a licensed accounting practice nor licensed to practice law.

4. **Compensation.**

As its total compensation for all the services provided by SFD to Client or in connection with the Project, Client shall pay to SFD a services fee equal to Eighth Hundred Seventy-Five Thousand Dollars (\$875,000.00) for the owner's representation services described in **Exhibit B** attached hereto. The payments shall be made in accordance with the terms and conditions of **Exhibit B** and in all instances in accordance with Illinois law. In addition, Client agrees to reimburse SFD for its reasonable out of pocket expenses incurred in the performance of the services described herein, including travel, expenses, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals (which will be limited to \$65 per traveling consultant per day). SFD shall secure prior written approval of all reimbursable expenses over One Thousand Dollars (\$1,000).

Client agrees that SFD's total compensation of Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00) is based upon a project scope described in **Exhibit A** and **Exhibit B** with estimated total project development costs of Thirty-Five Million Dollars (\$35,000,000.00). If that



scope increases during the Term of this Agreement and the increase is agreed to in writing by the parties, the parties agree that they shall negotiate and reach an agreement to pay an additional fee to SFD for the increased scope of work. Such increased fee shall be proportionate and based upon the increase in the scope of work and the current fee being paid.

The Compensation shall be paid as follows:

a. **Out of Pocket Expenses.**

Reimbursement of actual out of pocket expenses, within thirty (30) days of the submission of an invoice with appropriate backup documentation, as required by Client's procurement rules.

b. **Service Fees.**

In addition to its actual out of pocket expenses, SFD shall also be entitled to service fees described above and to be paid to SFD as follows:

- 1) Eight Hundred Seventy-Five Thousand Dollars (\$875,000) for services, described and payable as follows:
  - A. Payment 1: Twenty Thousand Dollars (\$20,000), to be invoiced upon execution of this Agreement. Payment due upon Client's receipt of invoice from SFD.
  - B. Payments 2-7: each Twenty-Two Thousand Five Hundred Dollars (\$22,500), to be invoiced by SFD and paid by Client every on the first of day of each month following the execution of this Agreement. Payment due upon within fifteen (15) days of Client's receipt of invoice.
  - C. Payments 8-24: each Forty Thousand Dollars (\$40,000), to be invoiced by SFD and paid by Client every first day of each month following payment seven (7).

5. **Indemnification.**

To the fullest extent permitted by law, SFD will defend, indemnify and hold Client's officers, directors, members, representations, elected and appointed officials, agents, and employees harmless from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, and costs and expenses of litigation or arbitration arising out of or resulting from the negligent performance of SFD's services and the breach of any provision of this Agreement.

To the fullest extent permitted by law, Client will defend, indemnify, and hold SFD's officers, directors members, representatives, agents and employees harmless from and against all

claims, damages, losses, and expenses, including, but not limited to attorney's fees, and costs and expenses of litigation or arbitration arising out of or resulting from the negligent performance of any of its obligations to the Project and the breach of any provision in this Agreement.

6. **Insurance.**

During the course of the Project, SFD will obtain and maintain Worker's Compensation and Employer's Liability Insurance; comprehensive Commercial General Liability (CGL) insurance; and Automobile Liability Insurance at the limits of liability and deductible amounts provided in its Certificates of Liability Insurance set forth in **Exhibit C.**

7. **Termination.**

- a. Upon written notice to SFD, Client may terminate its contractual relationship with SFD, solely for its convenience and without further legal or contractual obligation, at any time and for any reason by giving at least thirty (30) days' notice in writing to SFD. At any time, Client may also elect to issue a termination for convenience with respect to all or any part of the services that have not yet been performed. Upon receipt of such notice, SFD will immediately cease providing services under this Agreement save those services to transition the work being completed back to the Client or a successor consultant. If Client exercises its right to terminate this Agreement for convenience, SFD will be paid for all services provided as of the date of the termination, together with any pre-approval or otherwise authorized reimbursable expenses incurred until the date of termination.
- b. In the event that either party believes that the other Party has breached this Agreement, it will give written notice of the claimed breach(es) to the other Party, and the other Party will have thirty (30) days to cure the default. If the breach is not cured within the thirty (30) day period, then the Party giving notice of breach related to the breach, including attorney's fees, costs, and expenses.

8. **Notices.**

All Notices to the Parties will be given to:

**Client:**

Village of Bradley  
147 S. Michigan Ave.  
Bradley, Illinois 60915

**With Copies to:**

James Vasselli  
Ottosen, DiNolfo, Hasenbalg &  
Castaldo, Ltd.  
1804 N. Naper Blvd. Suite 350  
Naperville, IL 60563

**SFD:**

Jason Clement  
Sports Facilities Development, LLC  
600 Cleveland Street, Suite 910  
Clearwater, Florida 33755

**With Copies to:**

Bruce Rector, General Counsel  
Sports Facilities Development, LLC  
600 Cleveland Street, Suite 910  
Clearwater, Florida 33755  
Email: [brector@sportsfacilities.com](mailto:brector@sportsfacilities.com)

9. **Assignment.**

SFD will neither assign its interest in this Agreement nor delegate any of its duties hereunder, without the prior written consent of Client. The terms and conditions of this Agreement will be binding upon both Parties, their partners, successors, assigns and legal representatives. If SFD attempts to make such an assignment, the purported assignment will be *void ab initio* and SFD will nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed to by the Client in writing.

10. **Venue.**

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding or any kind whatsoever against the other Party in any way arising from or relating to this Agreement, transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the Central District of Illinois or, if such court does not have subject matter

jurisdiction, the courts of the State of Illinois sitting in Kankakee County, and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

11. **Severability.**

The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

12. **No Waiver of Performance.**

The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, will not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance of any other term, covenant, condition, or right.

13. **Titles and Grouping.**

The titles given to the articles of this Agreement are for ease of reference only and will not be relied upon or cited for any other purpose. The grouping of the articles of this Agreement are solely for the purpose of convenient organization and in no event will the grouping of provisions, the use of sections, or the use of headings, be construed to limit or alter the meaning of any provisions.

14. **Joint Drafting.**

The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement will be construed neither against nor in favor of either Party but will be construed in a neutral manner.

15. **Exhibits.**

The following Exhibits are attached to and form an integral part of this Agreement:

Exhibit A	Depiction of Proposed Facility
Exhibit B	General Description of SFD Services
Exhibit C	Certificates of Liability Insurance

16. **Exclusion of Damages.** To the fullest extent allowed by applicable law, in no event will SFD be liable to Client or any other person or entity under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) loss of production, use, business revenue, profit or diminution in value; (b) cost of replacement of goods and services; (c) loss of goodwill or reputation; or (d) consequential, incidental, indirect, exemplary, special, trebled, enhanced, or punitive damages or any damages whatsoever regardless of whether SFD was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Nothing in this Agreement shall be read as any statutory immunity or defense available to the Client, as set forth above.
  
17. **Cap on Monetary Liability.** To the fullest extent allowed by applicable law, in no event will the collective, aggregate liability of SFD arising out of or related to the services it provides, or this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the greater of the applicable fee paid to SFD by Client for the term during which the event giving rise to damages occurred or the actual costs or expenses incurred based on the liability. If Sports Facilities Management, LLC is contracted to manage Client's Facility, then SFD will be prohibited from engaging in any work with any client in Kankakee County for a period of two years after the termination or expiration of this Agreement.
  
18. **Entire Agreement.** This Agreement (inclusive of Exhibits) sets forth the full and complete understanding of the Parties with respect to the subject matter hereof, as of the date of this Agreement, and supersedes any and all contracts, agreements, and representations (oral or written) made or dated prior thereto. Subsequent to the date hereof, this Agreement may be supplemented and amended only by a written document signed and authorized by duly authorized representatives of each of the Parties.
  
19. **Compliance.** SFD will comply with all applicable federal and Illinois statutes, and local ordinances of the Village and shall operate within and uphold the ordinances, rules and regulations of the Village while engaged in services herein described.
  
20. **Gift Ban.** SFD warrants that it has not employed or retained any company or person, other than an employee working solely for the consultant, to secure this Agreement, and that it has not paid or



agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 21. **No Conflicts.** SFD certifies that to the best of its knowledge, no Village employee or agent interest in the business of SFD or the Agreement, and that no person associated with SFD has any interest that would conflict in any manner or degree with the performance of the Agreement.
- 22. **Taxes.** Neither federal, state, nor local payroll taxes of any kind, nor state disability insurance, will be paid or withheld on behalf of SFD or its employees. SFD will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes.
- 23. **Client Property.** Upon termination of SFD's relationship with the Client, SFD agrees to return all Client's records, files, and documents, and all copies of documents, to the Client no later than Twenty-Four (24) hours after termination.
- 24. **Survival.** The provisions of paragraphs five (5), seven (7), ten (10), fourteen (14), sixteen (16), seventeen (17), and twenty-three (23) of this Agreement shall survive the termination of the business relationship between the parties.

The Effective Date of this Agreement is set forth above.

**VILLAGE OF BRADLEY**

**SPORTS FACILITIES DEVELOPMENT, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_

TITLE: Village Clerk

**EXHIBIT A**

Site plan for Client's project estimated to be approximately \$35 million in project development costs.

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## **EXHIBIT B**

### **SCOPE OF SERVICES**

#### ***Phase 1 – Project Kickoff***

SFD will establish an initial kick-off meeting to cover a wide array of topics to cover a high-level overview of the project and the process. These topics include but are not limited to:

- Introductions & Project Roles
- Current Project Team Members
- Communication Protocol
- Collection of all Pertain Agreements
- Project History
- Partners and Stakeholders
- Existing Data, Reports and Plans
- Key Dates for the Project
- Review Facility Program
- Project/Development Budget
- Environmental Issues
- Development Schedule

#### ***Phase 2 – Facility Development Planning Session***

Beginning with a Facility Development Planning Session, SFD will review the vision, financial forecasts and business plan, programming, and space requirements, provide an initial design and project schedule review with ownership and stakeholders. The goals and objectives outlined in this session will provide critical guidelines for decision making throughout the project.

#### ***Phase 3 – Conceptual Design and Pre-Design Phase***

Transitioning from planning into full design of the facility, SFD will lay the foundation as the team grows and starts accelerating toward design and construction.

- SFD shall prepare a Development Management Plan for the Project and shall make recommendations to the plan throughout the duration of the Project, as may be appropriate.
- SFD shall assist with preparation and submission of documents for PUD, Zoning, or other jurisdictional requirements
- Assist with the preparation of an RFQ/P for Architectural and Engineering Services to the most capable pre-qualified firms. SFD will assist with the evaluation and selection of the Design Team.
- SFD will assist with the review and negotiation of the design contracts and gain an executed agreement for Architectural and Engineering Services.
- SFD shall prepare a Master Schedule for the Project. The Master Schedule shall specify the proposed starting and finishing dates for each major project activity.
- Based upon the Master Schedule, SFD shall prepare the Milestone Schedule for the Design Phase.
- Based on the Development Management Plan, SFD shall prepare a project budget and cost report.
- SFD shall assist with infrastructure coordination. Review proposed road and utility requirements to ensure proper coordination with the new project.
- Coordinate evaluation of potential energy suppliers to the project.
- Finalize programming and space allocation requirements.

#### ***Phase 4 – Design***

In addition to acting as the Owner's Representative through the design team, SFD will provide venue planning and design support services to Client. SFD will provide a complementary and collaborative set of consulting services to Client's Architect/Engineer/Contractor (A/E/C) team.

SFD will provide advice to Client regarding the athletic spaces and equipment to meet the requirements for leagues, tournaments, events, and other supporting programming planned for Client’s facility. SFD will provide advice to Client as to facility designs, adjacencies, and equipment for staffing and operational execution for Client’s specific events and programming.

**Programming and Design Concept Support Services**

- Equipment Coordination Considerations
- Sport Rule Comfort/Compliance Considerations
- Operational Design Adjacency Considerations
- Cash Handling Considerations
- Furnishings Considerations
- Storage Benchmarks and Considerations
- Technology Considerations
- Facility Branding and Experience Considerations
- Sponsorship Inventory Considerations
- Facility Wayfinding / Signage Considerations
- F&B Benchmarks and Considerations

**Schematic Design Support Services**

- Design Concept Comments and Markups
- Equipment Basis of Design Recommendations
- Equipment Coordination Information
- Sport Rule Comfort/Compliance Requirements and Review
- Coordination Meetings as Required
- Storage Requirements
- Technology Requirements
- Operational Budget Impacts
- Finishes Recommendations
- Site Fencing & Gate Access Review

**Design Development Support Services**

- Schematic Design/Milestone Set Comments and Markups
- Equipment Specification Generation
- Equipment Coordination Information
- Construction Cost Estimation Review
- Sport Rule Comfort/Compliance Requirements and Review
- Operational Design Requirements and Review
- Cash Handling Plan and Schematic
- Furnishings Schematic
- Storage Plan and Markup
- Technology Requirements and Schematic
- Operational Budget Impacts
- Facility Branding Design Concept
- Sponsorship Inventory Design
- Facility Wayfinding / Signage Markup
- Door Schedule Review (Lock Styles, Closures, Etc.)
- Low Voltage System Review and Recommendations
- Finishes Review

**Construction Documents Support Services**

- Design Development /Milestone Set Comments and Markups
- Equipment Specification Generation
- Equipment Coordination Information
- Sport Rule Comfort/Compliance
- Requirements and Review
- Operational Design Requirements and Review
- Technology Requirements and Schematic Markup

- SFD will provide a full review of the plans and specifications at each phase of the design. SFD will also review and comment on Architect’s in-process drawings and specifications as deemed appropriate.
- SFD shall conduct regularly scheduled design review meetings. During these meetings, SFD shall review the Development Management Plan, the Master Schedule, Design Phase Milestone Schedule, and the Project Budget.
- SFD shall review the design documents and approve the same as to constructability, scheduling, and time of

construction; as to clarity, consistency, and coordination of documentation among Contractors; and as to the separation of the Project into contracts for various categories of the Work.

- SFD shall expedite Client's design reviews by compiling and conveying the Client's review comments to the Design Team.
- SFD shall coordinate transmittal of documents to regulatory agencies for review.
- SFD shall assist Client in procuring and overseeing an estimate of the probable construction cost for each design phase.
- SFD shall provide value engineering recommendations on major construction components, including coordinating cost evaluations of alternative materials and systems.
- SFD shall prepare and distribute project cost reports that shall indicate actual or estimated costs compared to the Project and Final Budget. Ensure project design and Design Team are responsive to the project budget and schedule.
- SFD shall work with the Design Team to produce design phase change reports that shall list all owner approved changes as of the date of the report and shall state the effect of the changes on the Project Budget and the Master Schedule.
- SFD will be diligent and persistent in making sure that the documents produced by the Design Team comply with the program are complete and understood by the Construction Team.
- Oversee the ongoing review and refinement of the facility program.
- Work with all Design Team members to ensure all goals are met and the project is approached in a coordinated manner.
- Continuously work with Design Team in the review of the design documents to ensure all operational needs are properly addressed in the design.
- Assist in the presentation and review of various design alternatives and provide recommendations to the Project Team. SFD will evaluate changes and improvements to the furnishings, fixtures, and athletic equipment (FF&E) and operating supplies and equipment (OSE).

#### ***Phase 5 – Procurement***

SFD will create value for Client through savings and increased purchasing power of its specialty scopes SFD will provide pre-qualified vendors, recommendations, RFPs, Proposals, Submittals, RFIS, and additional coordination information as needed.

Additionally, through the FFE and OS&E scopes, SFD will provide information and lists of purchases. The following tasks will be completed through the procurement phase:

- Assist with the procurement of construction related services. Determine the best delivery approach method. Assist with the issuing of an RFQ/P for Construction Services to the most capable pre-qualified firms including a Bidder's Interest Campaign. Upon receipt of the bids, SFD shall evaluate the bids and shall make recommendations to the Client.
- Execute an agreement for construction services.
- SFD shall maintain and update the Master Schedule.
- SFD shall prepare and distribute project cost reports during the Procurement Phase.
- SFD shall prepare and distribute cash flow reports during the Procurement Phase.
- Assist in development of efficient means of communication among all parties.
- Procure other related services to support the design and construction process.
- Perform and schedule procurement of FF&E and OSE equipment.



## Phase 6 - Construction

- SFD will oversee the activities of each of each member of Client's project team member by monitoring their progress, reminding each of its responsibilities and obligations. SFD will advised project team members of their respective status to the others on the team.
- SFD shall conduct a Pre-Construction Conference during which SFD shall review the Project reporting procedures and other requirements for performance of the Work. SFD shall review, establish, and implement initial construction procedures and processes between the Project Team members. This will include reviewing and processing of RFI's, shop drawings, samples, and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs.
- Review the Construction Contractor's organization and management plan suggesting options to maximize cost-effective completion.
- Review the Construction Contractor's pre-construction services plan.
- Review the Construction Contractor's plans regarding site preparation and logistics.
- Work with the Construction Contractor and the Project Team to coordinate the Construction Contractor's project controls and reporting systems.
- Review Construction Contractor's construction estimates and updates.
- Review proposed construction schedule as to overall reasonableness which includes the ability to meet the critical path dates. Assist in development of procedures to be used by Construction Contractor to bid various phases of the project. Once agreed upon, monitor these processes.
- Review Construction Contractor's cost-control plan.
- Review Construction Contractor's purchase and procurement plan.
- Review Construction Contractor's targeted (MBE/WBE/Local) business plan.
- Review Construction Contractor's commissioning procedure and turn-over schedule.
- Evaluate value engineering, cost reduction and/or other cost saving alternatives suggested by the Design Team or Construction Contractor.
- Oversee or assist with the selection and execution of agreements for the other critical services required for development (for example, environmental reviews, site surveys, geotechnical investigations, etc.).
- SFD shall verify that the Contractors and Vendors have provided evidence that required permits, bonds, and insurance.
- SFD shall oversee the Contractors' requests for information, shop drawings, samples, and other submittals, and Design Teams' reply or other action concerning them, to determine the anticipated effect on compliance with the Project requirements, the Project Budget, and the Master Schedule.
- Attend construction and project progress meetings.
- Oversee the procurement of the necessary construction testing and inspection services. Monitor results of all testing and inspection during the project.
- Continue to review drawings as they develop and monitor impact on schedule and budget.
- SFD shall establish, implement, and manage a change order control system with the Project Team. Review all proposed Change Orders.
- Review proposal requests recommended by Architect and provide input and recommendations to Project Team.
- Review proposals issued by the Construction Contractor for impact on budget and schedule. Assist in the determination of cost responsibility and other impacts.
- SFD shall establish, implement, and monitored a process to monitor the quality of the Work. The purpose of the program shall be to identify non-conforming items during the construction process.

- Advise Owner on Substantial Completion and Final Completion issues.
- Work with Facility Manager to coordinate occupancy schedule.
- Assist in development of start-up plans, check-lists, etc. for ongoing operation of the facility
- Participate in regular meetings to review project issues and determine on-going strategies to keep the project moving forward.
- SFD shall adjust and update the Master Schedule on a monthly basis.
- SFD shall review the Contractors' Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule. Review proposed schedule and updates for accuracy and reliability shall, on a monthly basis.
- SFD shall, in participation with the Contractors, determine a schedule of values for the Construction Contract. The schedule of values shall be the basis for the allocation of the Construction Contract price to the activities shown on the Contractors' Construction Schedule
- SFD shall review the payment applications submitted by the Contractors and determine whether the amount requested reflects the progress of the Contractors Work. Review and propose procedures for payment requests and monitor payment requests.
- SFD shall prepare a monthly billing document that will include all invoices related to the Project.
- SFD shall prepare and distribute Project cost reports during the Construction Phase.
- SFD shall periodically prepare and distribute cash flow reports during the Construction Phase.
- SFD will manager FF&E and OSE equipment delivery, assembly, and installation.

#### Phase 7 – Post Construction

- SFD will oversee the project close-out activities to ensure that the required deliverables are received from the Construction Contractor and other Project Team members and that the project commissioning is properly completed, and punch list activities completed.
- Ensure final payments, obtain final release of liens, and completely closed out all Project related contracts.
- SFD shall coordinate and oversee the preparation of record drawings and specifications. This shall include collecting and coordinating the project records in format desirable by the Client.
- Prior to the final completion of the Project, SFD shall insure that the Project Team properly compiles manufacturers' operations and maintenance manuals, warranties and guarantees, and certificates. This information shall be indexed and bounded in an organized manner as approved by Client and SFD.
- SFD shall assist with the efforts involved with final testing, preparing, and submitting documentation to governmental agencies, and facilitating Jurisdiction Having Authority (JHA) for the final inspections of the Project.
- SFD shall finalize the construction costs and change orders.
- At the conclusion of the Project, SFD shall prepare and deliver the final Project accounting and close out reports.

- End of Exhibit B -

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

During the course of period of the performance of its services, SFD will obtain and maintain the following minimum insurance coverages:

1. Worker's Compensation and Employer's Liability Insurance at the greater of prevailing statutory limits or:
  - \$1,000,000.00 each Accident
  - \$1,000,000.00 each Employee
  - \$1,000,000 policy limit
2. Comprehensive or Commercial General Liability (CGL) Insurance on an "Occurrence" form, including Contractual Liability coverage for liability assumed under the Agreement and all other insured Contracts relative to the Project and Professional Liability Insurance; all coverages with a combined bodily injury and property damage liability of One Million Dollars (\$1,000,000.00) per occurrence, with at least a general aggregate limit of Two Million Dollars (\$2,000,000.00).
3. Umbrella Liability: Limits of Liability – Two Million Dollars (\$2,000,000.00).
4. Automobile Liability Insurance covering the use of all Owned, Non-Owned and Hired Automobiles with a combined bodily injury and property damage limit of One Million Dollars (\$1,000,000.00).
5. All policies will be issued by insurers approved by Client, which approval will not be unreasonably withheld, delayed, or conditioned.
6. Client will be endorsed as an "Additional Insured" on all policies except for the professional liability policy.