



MEMORANDUM

City Manager's Office

DATE: October 17, 2024
TO: City Commission
FROM: Jana L. Ecker, City Manager
SUBJECT: Senior/Recreation Center Project

INTRODUCTION:

In November 2022, the City Commission adopted several strategic goals, one of which was to support an engaged and connected community by offering City services and amenities that enrich the lives of residents of all ages. This strategic goal included a recommendation to "create a task force to facilitate an aging in place plan, develop a plan for a permanent senior/community center to house NEXT senior services and to offer space for multigenerational programs, engage with youth in the community with a teen board or committee."

BACKGROUND:

Since the City purchased the YMCA building last July, City staff and the City Commission have been working to solidify a long term plan for the redevelopment of the building and/or site for use as the future home of Next senior services, as well as a continued presence of the YMCA. A complete history of the milestones of the past year for this project was contained in previous staff reports in the July 22 and 29, 2024, August 26, 2024 and September 9, 2024 City Commission agenda packets.

On July 29, 2024, the City Commission held a special meeting to discuss the senior/recreation center project, and to review the renovation and new construction options discussed in detail by the Ad Hoc Senior/Recreation Center Committee and outlined in the final NORR report. At the special meeting, the City Commission was asked to answer two questions:

- Should the City renovate the existing YMCA building or demolish it and construct a new building to house Next and the YMCA?

- What is the maximum amount of funding that the City Commission is willing to invest in a future home for Next and the YMCA?

After much discussion, the City Commission answered the first question, and passed a resolution to demolish the existing YMCA building, and to construct a new building. The City Commission determined that additional information was needed before they could answer the second question above. The City Commission approved the following motion with respect to the existing YMCA building and the future senior/recreation center:

1. To demolish and build new.
2. These three parties need to meet, they need to be represented by counsel. They should not stick to any allocation, percentage-wise, of space. They should figure out the sharing arrangement, and they should contemplate, or discuss, a variety of partnership structures they can bring back to us. The City expects the YMCA to contribute commensurate with the square footage they would be utilizing.
3. That we begin the process of doing financial and legal due diligence on our partners. That may involve hiring outside counsel, or our existing auditing firm, to examine tax returns, financial statements, and potential legal structures.

The City Commission requested additional information on the space needs of Next and the YMCA, the potential sharing of space to reduce the overall building size, an outline of the type of agreements that Next and the YMCA are prepared to enter into with the City to formalize our partnership and cost sharing, and requested that the City conduct due diligence with regards to the legal and financial status of both Next and the YMCA prior to entering into any agreements. The City Commission noted that an RFP for final design cannot be issued without a square footage size and estimated construction cost as architect's standard contracts are a percentage of construction costs.

After the special meeting of the City Commission on July 29, 2024, and prior to the August 26, 2024 meeting, City staff met with both Next and the YMCA separately on multiple occasions to conduct legal and financial due diligence on our potential non-profit partners, and to discuss possible partnership arrangements. In addition, City staff also met extensively with our owner's representative to discuss potential funding models and partnership opportunities.

At the August 26, 2024 meeting, the City Commission reviewed the documents provided by both Next and the YMCA with regards to their organization status, structure and budgets. During the lengthy discussion, the following points were raised:

- The City's return on investment in Next is exceptional.
- There were some concerns about the changes to how the City will fund senior services and how the new building will be used. It will be necessary to find some

additional use for the building since Next will not use the building fully during all possible operational hours.

- Next's participating communities should aim to enter into an interlocal agreement in order to assist with funding Next.
- Birmingham should not oversee Next. Each participating community should oversee its taxpayer investment in senior services.
- Next should have a membership drive with the new building and increased programming opportunities as incentive.
- This process has evolved since the original purchase of the YMCA building.
- If a pool is integrated into this building, there will still be a gap in pool availability between the time the existing building is demolished and a new building is constructed. The YMCA should consider emphasizing that pool access would be available at a different YMCA facility during that time.
- There was some concern that present YMCA pool users may not return to using a pool in Birmingham after a gap in availability.
- If the YMCA runs a comprehensive fundraising campaign, it would likely be slower than an individual fundraising campaign.
- The Commission is responsible for making sure that any agreement with the YMCA would be financially sustainable for the City.
- The YMCA provides valuable services to the community.

Ultimately, the City Commission postponed a decision on the matter to conduct a workshop session on September 9, 2024. The Commission directed that Ms. Braun from Next and Mr. Underwood from the YMCA attend the workshop and present their offers, specific directions, ideas, goals, and agreements they would be willing to enter into with the City to partner on the new building at 400 E. Lincoln. The City Commission also requested additional information on the proposed scope for a new building, cost estimates, and funding opportunities.

Based on discussions had prior to September 9, 2024, Next had indicated a willingness to consider:

- Reducing the requested square footage contained in the NORR report by approximately 3,000 square feet if needed;
- Funding their share of the operating costs for a new building;
- Offering free or reduced Next membership to Birmingham residents and to amend their membership fees for all members;
- Approaching the other member communities of Next to solicit additional funding; and
- Entering into a long term lease with the City for use and occupation of the new building.

City staff and our owner's representative have met with Next leadership to discuss reducing their requested square footage on multiple occasions over the past few months. Next has agreed to remove two open programming rooms, reduce the size of their lobby, eliminate a dining area adjacent to the kitchen, reduce the number of pickleball courts from 4 down to 3, and to reduce the size of the proposed locker rooms and fitness area if a downsizing of the proposed building is needed.

Next leadership has also advised that after the August 26, 2024 City Commission meeting, they met with each of their member communities to discuss increased funding from each to support an expanded operation and new building.

Based on discussions had prior to September 9, 2024, the YMCA has indicated the following:

- A 53,300 square foot building would be sufficient to house Next, community use and a new Birmingham branch of the YMCA, including a pool;
- A willingness to share space with Next, to encourage an efficient use of the building;
- A willingness to fund the construction costs for the YMCA portion of a new building after running a capital campaign;
- A willingness to fund their share of the operating costs for a new building;
- Offering a reduced membership fee for Birmingham residents;
- Offering a single use or day pass option for Birmingham residents to utilize the pool and other YMCA offerings without purchasing a membership;
- Entering into an agreement with the City to be a long term partner in the project and to use and occupy a portion of the building on a long term basis, subject to raising the capital needed to fund construction.

The YMCA believes that the construction of a new Birmingham YMCA will attract an increased membership base at the Birmingham branch to meet their service and financial goals.

City staff and our owner's representative have met with the YMCA leadership to refine the space needs for the YMCA. The desired size of a new Birmingham YMCA space would be approximately 8,800 square feet, plus additional space to house a pool, for a total of about 13,300 square feet, plus shared space within Next's portion of the building (such as gymnasium, fitness room, locker rooms, open program rooms).

During the City Commission workshop on September 9, 2024, staff presented two options to finalize the size and scope of a new building, along with potential funding contributions from the City, Next and the YMCA. The options presented were based on the City Commission's direction at the prior meeting to have the YMCA fund their portion of the building, or to proceed with a building for Next only. The options discussed on September 9, 2024 were as follows:

Option A: 53,300 square foot building for Next and the YMCA

- Fully integrated design of building to include Next and YMCA space (including pool), and community use
- Phased construction:
 - Phase 1:
 - 40,000 square feet for Next (including space to be shared with the YMCA)

- Fiscal impact to City: Maximum bond financing for City of \$23.5 million over 30 years (annual debt service payments of approximately \$1.3 million)
- Fully funded turnkey space for Next and community use
- Operating costs funded by Next estimated at \$236,000/year (includes fund for future improvements)
- Long term lease with Next, rent \$1/year
- Phase 2:
 - 13,300 square feet for YMCA (including pool) in addition to shared space with Next constructed in Phase 1
 - YMCA to fund phase two construction and build out (turnkey space) estimated at \$11 million through capital fundraising campaign
 - Construction would not commence for phase 2 for 3-5 years, conditioned upon funds being raised by the YMCA
 - Operating costs of phase 2 funded by YMCA, estimated at \$141,000/year (includes pool and fund for future improvements)
 - Partnership agreement and long term lease with YMCA, conditioned upon success of fundraising campaign within 3 years

Option B: 36,000 (or 40,000) square foot building for Next only

- Design and construction of building for Next and community use
- 36,000 (or 40,000) square feet for Next and community use
- Fiscal impact to City: Maximum bond financing of \$21.5 million (for 36,000 square feet) over 30 years (annual debt service payments of \$1.21 million)
- Fully funded turnkey space for Next and community use
- Operating costs funded by Next estimated at \$250,000/year (includes fund for future improvements)
- Long-Term lease with Next, rent \$1/year

Both options A and B contemplated a long term lease that allows for the use and occupancy by Next of 36,000 to 40,000 square feet in the new building for \$1 per year in rent, with Next covering the operating costs of this space, including contributing to a fund for future improvements. The agreement that was proposed with the YMCA was to be a partnership agreement and long term lease with the City to construct a new Birmingham YMCA branch as phase two of the project (including a pool), subject to capital fundraising of approximately \$11,000,000 within a specified timeframe.

The City Commission appeared to reach consensus that neither option A or B as presented on September 9, 2024 (and summarized above) would be appropriate to explore given the changes proposed with regard to the YMCA usage with their recent change in leadership and their current financial constraints.

The City Commission discussed changing course and providing an integrated building for both the community, Next and the YMCA. Planning, constructing and funding the entire building at one time would allow both Next and the YMCA to occupy fully built out spaces at the same time, without phasing construction.

The City Commission also discussed a different option to plan, construct and fund Next's portion of the building (including potential future shared space) and a community pool at the outset, and then allowing the YMCA time to fundraise to construct additional space for the future use of the YMCA.

In addition, the City Commission also discussed the need to staff and program the community uses that were not provided by Next (such as staffing and running the pool, fitness track, pickleball courts on evenings and weekends, scheduling community use of rooms for parties, meetings, etc.).

The City Commission stated the belief that the project should be a comprehensive effort to offer life-long programming that will benefit community members of all ages.

As no action can be taken by the City Commission at the workshop, the senior/recreation center project was also on the regular meeting agenda the same evening to allow for further discussion and potential direction to move forward with the RFP to begin the schematic design of a new building.

At the regular meeting of the City Commission on September 9, 2024, discussion continued, and the following points were raised by Commissioners:

- This project has been in flux, and it made sense that staff brought the two options presented at the evening's workshop.
- It might be premature to design this building before determining what amenities may already be available to residents in the community.
- Many residents have spoken in support of maintaining the YMCA and pool use, and foregoing a pool on-site may prevent the YMCA from remaining a participant in this process.
- This project will need to be beneficial to the entire community in order to garner community support.
- It would likely be more appropriate for the City to build and then own the entirety of the building in order to avoid any potential complications regarding ownership in the future. This would also have the advantages of causing less uncertainty and fewer delays. The additional expense would likely be minimal when divided over time and all of Birmingham's taxpayers.
- The City could then lease part of the building to the YMCA, and part of the building to Next, with different agreements in place for each tenant.

- The City would need clarification as to whether the YMCA could have operating and build-out costs available on a faster timeline, if the City covered the construction costs.
- Many residents want the YMCA and its programming and amenities to remain in the City. Finding a way to allow the YMCA to remain in the community could amount to a community/recreational service the City helps offer, as it does with Next.
- If the City builds a building with a pool and locker rooms first, the YMCA might have an easier time fundraising for its own addition to the building. If the YMCA would be unable to do that, the City would have an opportunity to partner with another organization.
- The City should determine how it might move forward in collaboration with the YMCA, with a second option developed in case that collaboration is not possible. There would need to be more clarity on how a pool might be operated if a collaboration with the YMCA were not possible.
- It might be possible for the City, Next, and the YMCA to share some spaces, which could reduce costs.
- The Commission and staff will need to determine the potential costs to each partner and the possible ballot language.
- If the City and the YMCA come to an agreement where the City pays the construction costs for the building and the YMCA pays the operating costs for the building, the City would need some financial demonstration that the YMCA could pay the operating costs on an ongoing basis.
- If the City assumes the construction costs and the YMCA assumes the operating costs, Next may be able to provide additional services since it would no longer be responsible for its operating costs. Scheduling the use of the building's facilities might be one service Next could offer.
- The City would need to ensure that any agreement would entail the appropriate use of public funds. Such an agreement should take into account the benefits the YMCA offers to the community, and should also avoid subsidizing the YMCA's business.
- Having a clear timeline for the project would likely help minimize attrition from the Birmingham YMCA location. There could be discussions of subsidizing Birmingham residents' use of the Royal Oak YMCA's pool during the construction period.
- The Commission would like the upper square footage limit to be 53,000, and the upper bond amount to be \$32 million. The Commission would like all involved to pursue efficiencies, however, to reduce those figures where possible.
- The RFP for an architect should not be issued before cost optimization has been done.

To summarize, the City Commission did not wish to pursue options A or B. The City Commission requested City staff to provide two new options for their consideration. One option that proposes the City building the entirety of a new building to house Next and the YMCA (including a pool) to ensure that life-long programming can be provided to residents and community members of all ages. The second option would propose the City build a new building to house Next and community uses, including a pool, but that proposes a second phase of construction for the YMCA, to be funded by the YMCA through a capital fundraising campaign. Further, the City Commission provided direction that the maximum size of the building be limited to 53,000 square feet, the maximum bond amount to be sought for construction be capped at \$32 million, and directed staff to work with Next and the YMCA to study programming needs and the potential for space sharing, in order to reduce the size and cost of a new building where possible.

After the September 9, 2024 City Commission City staff worked extensively with Kramer Management's team of experts, our attorneys, the leadership team from Next and their attorney, and the leadership team from the YMCA and their attorney. Discussions included a deep dive into the programming needs of Next, the YMCA and community uses, including a shared space plan to reduce the size of the building where possible and the development of new options and a cost analysis of each for the City Commission to consider. Based on the programming analysis and cost optimization completed, it became clear that the shared space portion of the building can be reduced or "right sized" and still accommodate all Next and YMCA programming that currently exists, as well as an expanded program for Next, the YMCA and the community.

On October 7, 2024, City staff and Kramer Management staff presented an updated program for the new building that maximized space sharing between Next, the YMCA and the community that reduced the size of the program provided by NORR. The refined program was based on a detailed program and space analysis based on all current programming offered by both Next and the YMCA, proposed community uses, and two new options with the associated cost analysis for each as requested by the City Commission on September 9, 2024. The following options were presented:

NEW Option C: 44,500 – 53,000 square foot building for Next and the YMCA

- Fully integrated design of building to include Next and YMCA space (including pool), and community use
 - Exclusive space for Next with private entrance
 - Exclusive space for YMCA with private entrance
 - Shared flex space available for use by Next, YMCA and the community at large
 - **Fiscal impact to City: Maximum bond financing for City of \$32 million over 20 years (annual debt service payments of approximately \$2.3 million)**
 - Fully funded turnkey space for Next, YMCA and community use

- Operating costs funded by Next and/or the YMCA estimated at \$377,000/year (includes utilities, fund for future improvements etc. for entire building)
- Long term lease with Next, rent \$1/year, reduced rate memberships to Next for Birmingham residents
- Long term lease with YMCA, rent \$___/year, reduced rate memberships to YMCA for Birmingham residents
- **Fiscal impact to average resident: \$212/year, offset by the benefit of reduced memberships rate to join Next and YMCA**

NEW Option D: 44,500 – 53,000 square foot building for Next and the YMCA

- Fully integrated design of building to include Next and YMCA space (including pool), and community use
- Phased construction:
 - Phase 1:
 - Maximum of 40,000 square feet for Next (including space to be shared with the YMCA)
 - Approximately 4,500 square feet for a pool
 - **Fiscal impact to City: Maximum bond financing for City of \$27.5 million over 20 years (annual debt service payments of approximately \$2 million)**
 - Fully funded turnkey space for Next and community use, including a pool
 - Operating costs funded by Next estimated at \$236,000/year (includes fund for future improvements)
 - Operating costs funded by City estimated at \$82,000/year for pool and community use
 - Long term lease with Next, rent \$1/year
 - **Fiscal impact to average resident: \$182/year, offset by the benefit of reduced membership rate to join Next**
 - Phase 2:
 - Maximum of 9,000 square feet for YMCA in addition to shared space with Next and pool constructed in Phase 1
 - YMCA to fund phase two construction and build out (turnkey space) estimated at \$4.5 million through capital fundraising campaign
 - Construction would not commence for phase 2 for 3-5 years, conditioned upon funds being raised by the YMCA
 - Operating costs of phase 2 funded by YMCA
 - Partnership agreement and long term lease with YMCA, conditioned upon success of fundraising campaign within 3 years

After the presentation, the City Commission discussed the project and the following points were raised by Commissioners:

- It would be more appropriate to describe this as a building the City would be sharing with Next and the YMCA, as opposed to a building that would be shared by Next and the YMCA, since this will be and remain a City asset.
- More efficiencies could likely be found, including within the office space.
- The present space requests have not yet been adequately benchmarked. Other municipalities have provided less expensive, comparable senior/community centers.
- This process would benefit from thinking generically about how the rooms will be used, and not by which organization would be using the rooms.
- Next has doubled its membership over the last few years with inadequate space. It is reasonable to assume that Next might double its membership again once it has access to adequate space, and the long-term planning must take that possibility into account.
- There will likely be spaces that may look like overlap opportunities that turn out not to be so because of the particular uses.
- The emphasis of this building should be a community center. It would be less appropriate for Next and the YMCA to have separate entrances and wings. This would also promote intergenerational interaction and support.
- Alternatively, having a shared entrance where seniors are socializing and children may be running through could pose a safety issue. It may be appropriate to have separate entrances based on this.
- A special election for a potential bond should be avoided due to issues of cost and low voter turnout.
- It is unlikely that the City would be able to review a schematic design by January 15, 2025 as proposed by the current schedule.
- Two months is too short a design period for a civic project of this scale. The response period for the RFP and the test-fitting period will both require more time than proposed.
- The schedule needs to include receiving feedback from the public, Commission, Next, and the YMCA during the schematic design phase.
- Schematic designs, refined feedback, and pricing should occur before the bond vote.
- This would allow for a more reasoned architectural and design response period.
- Design development and construction drawings should not occur before the bond vote.
- It is unclear what the 'approved design concept' in the RFP refers to.
- The next architect should not be bound by NORR's programming plan, as there is some feeling that NORR did not provide an entirely adequate deliverable.

- The RFP does not reflect that there is an effort to change the site's zoning from R-4 to Public Property.
- The RFP needs to solicit more information on the point-of-contact, the pool expert, and who would be doing the designing.
- Staff should return with an appropriately-paced schedule that includes more feedback loops.
- Cutting-edge aesthetics, materials, and technologies should all be referenced in the RFP. This building should be appealing inside and out, and should be aesthetically superlative.
- The opening statement for the RFP could have civic, quality, and aesthetic goals added.
- The RFP should also afford the architect the leeway to offer more than one schematic design if they deem it appropriate.
- It could be helpful if the RFP required an A3 report.
- The next proposed motion should not go up to 53,000 square feet in size.
- It will be beneficial to get the Ad Hoc Recreation/Senior Center Committee's (SCC) feedback on the latest schedule and RFP.
- City staff should find a way to engage the expertise of Gail von Staden, Vice Chair of the YMCA of Metropolitan Detroit, in this process.
- The YMCA and Next need to meet and determine how they can become cohesive and best meet the needs of the community.
- It will be necessary to evaluate the contributions of Next member communities and the most appropriate distributions and possible discounts.
- The Commission should consider sending a letter to the member communities to explain the necessity of increased financial support.

To summarize, the City Commission supports building a new community building that the City manages and owns. The City will enter into agreements with both Next and the YMCA to occupy space within the building, while also providing the public use of space within the building for community and recreational purposes. The City Commission is supportive of a building less than 53,000 square feet in size that provides for shared spaces that may be used by Next, the YMCA and the community. Program spaces will be "right-sized" to maximize the efficiency of the building, while allowing room for growth in the membership of both Next and the YMCA. Further, the City Commission appears to support a schedule that allows for completion of the schematic design phase of the building only, with visuals, to be completed in advance of a possible May 2025 bond vote. This will allow enough time during this phase to gather public input on the design, refine the design, obtain cost estimates and to communicate the details of the proposal to the public prior to the bond vote.

The City Commission suggested changes be made to the draft RFP to incorporate the comments outlined above, and to further clarify within the RFP that the City is not locked into the concept design prepared by NORR. The RFP should include language that the

new project architects update and refine the programming plans provided in concept as part of the final design process. In addition, the RFP should be updated to reflect the ongoing effort to rezone the property from R-4 to PP, to convey the importance of creating a high quality civic building that is aesthetically pleasing on both the interior and the exterior and to require respondents to provide specific detail on the people involved at each stage of the design process, and to require A3 reports to be produced during the design process. Lastly, the City Commission requested staff to draft a letter to come from the City Commission to the elected officials in the other member communities of Next to advocate for increased financial support to assist in funding the operation and expansion of Next.

On October 9, 2024, the Ad Hoc Recreation/Senior Center Committee (SCC) reviewed the draft RFP and the suggestions made by the City Commission on October 7, 2024, and provided the following comments:

- There needs to be enough room for interested residents to join the YMCA since a new building and a potential membership discount will make membership more attractive.
- Building uses will need to appeal to the broader Birmingham community as well since they will be voting on this project.
- No more than the schematic design should be prepared before the bond vote. A light schematic design might even be sufficient. A completed program before the bond vote will be necessary.
- Investing in graphics will help people conceptualize the project.
- Contingency should be built into the cost estimates.
- An architect may not have incentive to right-size the building thoroughly since their fees go down proportionately to the overall cost of the project.
- Architects generally right-size buildings appropriately since they would not want to negatively impact their professional reputation. In addition, the City's owner's representative would help protect the City's interests in the process.
- Finding a way to advance the RFP as soon as appropriate is important.
- The building need not necessarily be award-winning. It must align with the needs of the community.
- The project should integrate best practices that can make amenities like a pool and a gym last a significant amount of time.
- A few weeks or less should be sufficient time for the architects to respond to the RFP since they have already been informed and vetted via the RFQ process. The most time-consuming part of the response process would likely be putting together a cross-firm team.
- Having multiple schematic designs for board or public review is unusual and likely inappropriate.
- It is appropriate to provide a work plan in the RFP.
- It would be interesting to see some of the YMCA's benchmarking.

- The City Attorney should review the contract and the RFP to ensure they are in alignment.

The SCC walked through the entire draft of the RFP and the suggested changes were integrated into the draft by SCC consensus. The SCC voted to approve the draft RFP subject to the changes discussed at the meeting as recommended by the City Commission and/or the SCC.

Accordingly, the draft RFP has now been revised based on the feedback of the City Commission on October 7, 2024 and the SCC on October 9, 2024. City staff and Kramer Management revised the draft RFP as follows:

- The RFP scope has been updated to reflect the desire for a civic building less than 53,000 square feet, not to exceed a total cost of \$32 million, with an efficient program that is capable of supporting shared use by the community, Next and the YMCA;
- To provide information on the ongoing rezoning process to PP, Public Property;
- To emphasize the importance of design;
- The schedule has been revised to include the completion of the schematic design phase only prior to the proposed May vote. This moves the potential completion date of the building back to March 2027 (previously June 2026); and
- To lay out the review process at each design phase to include multiple opportunities for public input, including a minimum of:
 - Two public open houses;
 - Ten to fifteen public meetings of the SCC;
 - At least two to three public meetings of the Planning Board to conduct CIS and site plan review and formulate recommendations to the City Commission; and
 - Seven public meetings of the City Commission to approve design approach, schematic design plans, design development plans and final construction plans.

The previous draft of the RFP already contained the requirement for each respondent to provide specific detail on the individuals involved at each stage of the design process (Criteria 2: Proposed Project Team, under Requirements for Proposals), and also required A3 Format responses to be submitted for all criteria listed under Requirements for Proposals.

Since the SCC meeting on October 9, 2024, additional comments were provided by two committee members that were not raised at the SCC meeting when the RFP was recommended for approval. One of the letters states that no space program, conceptual design or estimated project costs (construction costs, professional fees, operating costs, staffing, utility costs, maintenance costs etc.) have been provided for the proposed new building, nor have community uses by the general public been considered. The following

is offered to confirm that all of these items have in fact been addressed, studied and refined to provide to the design team that will be hired to move this project through the design phase.

1. A space program was developed.

The City issued an RFP for a professional architectural firm to conduct a facility assessment, a programming assessment and conceptual building options for recommendation to the City Commission. The City Commission chose NORR, LLC as the professional architectural company to accomplish these goals.

To facilitate an orderly progression, the City Commission also created the Ad Hoc Senior/Recreation Center Committee (SCC) to assist them in working through the large volume of work necessary to keep the project moving forward. One of the first suggestions of the SCC was to hire an owner's representative to work alongside City staff and the SCC to safeguard City interests. An RFP was issued and the City Commission chose Kramer Management Group to be the City's owner's representative on the project.

NORR, LLC produced a final report for the City Commission on July 15, 2024. Contained within that final report was an entire section dedicated to space programming. The report contained the following:

- Stakeholders by organization
- Program spaces by category – Next
- Program spaces by category – YMCA
- Program spaces by stakeholder – Next, YMCA and potential shared spaces
- Assessment of potential shared spaces – Next/YMCA
- Detailed programming information chart that contained the following sub-categories: stakeholder, type of room, room name, room description, room access, FF&E needs, adjacencies required, estimated area and a notes/questions area

At the request of the City Commission, to ensure that proposed building could be sized properly, the City's owner's representative, Kramer Management, met with all the stakeholders and went through the space programming with each one. The City took an additional step of cross referencing programming for both stakeholders in order to look for opportunities for shared space. Upon completion of this process, City staff and the owner's representative recommended a 44,500 to 53,000 square foot building not to exceed \$32 million dollars in total cost.

Both Next and the YMCA understand that they will both meet with the selected final design architect to work out specific details contained within the space limitations and cost parameters set by the City Commission. It is important to remember that the users of the building (Next/YMCA) determine the programming needs and the owner of the

building (City) determines the programming uses and associated size and cost determinations.

2. Functional programming was studied.

From inception, the basic premise of this project was to find a permanent home for Next and, if possible, provide a community/recreation component to the project. Over time, the YMCA, which the City thought would be phased out after three years, has now become an integral part of the project. As a result of this new paradigm, the City, Next, YMCA, architects and the City's owner's representative have all worked collaboratively to determine what building space could be used jointly to make sure the building is efficiently sized. What has been difficult for both Next and the YMCA was the fact that it was very hard to determine many of these factors without knowing a maximum building size or a budget of any kind. Both Next and the YMCA have agreed that a building between 44,500 square feet and 53,000 square feet would be able to meet both of their operational needs. Both organizations will work with the City Commission selected final design architect to continue to work together to share space as possible as possible while maintaining enough dedicated space to operate successfully.

The City, Next and the YMCA all realize that the goal is to build a building that maximizes space utilization with dedicated service operations in a manner that allows for ease of use and functionality.

3. Use of the building by the community at large has been discussed.

In the beginning, when the project was going to be a moderate renovation, it was assumed that Next would occupy 75% of the building and that the rest of the building could be used for a much smaller YMCA presence and/or a City office for the Parks and Recreation Department. When the "community" aspect of the project became a greater focus, so did the community functionality of the project. It is the hope and belief that the YMCA will offer significant community based programs for families and people of all ages at a reasonable cost.

There are also opportunities for other community based activities that the building and associated parking lot could be used for, including: meeting rooms for neighborhood groups or other local club organizations, special events, City based open house events, the indoor walking track could be open to everyone at no cost, opportunity for public use of the gymnasium and/or pickle ball courts. The project will also examine how St. James Park can be synthesized into the project to improve and update the park.

4. Detailed construction and operational cost estimates have been prepared.

The City's owner's representative, Kramer Management Group, has provided the City with detailed construction and operational cost estimates, including professional fees, utility and maintenance costs. Kramer has produced documented estimates for the cost of constructing a new building, turnkey with a pool:

Building Cost Estimate: 53,000 square foot building - 32 million dollars

44,500 square foot building - 27.5 million dollars

Operational Cost Estimate: 53,000 square foot building - \$376,317 per year

44,500 square foot building - \$317,711 per year

Not only have both building cost estimates and operational cost estimates been determined, but Kramer also provided the City with cost estimates for all needed professional services, including the design team and a construction manager.

This is one of the main reasons why the City engaged an owner's representative in this project. These are the type of calculations that owner's representatives are expected to determine and provide. These estimates are not the responsibility of any architectural firm.

5. Financial funding models have been prepared using the space program.

Once the maximum size of the building was determined to be 53,000 square feet, the City's Finance Director examined current bonding rates and produced the following table:

PRINCIPAL	\$ 32,000,000	\$ 32,000,000
RATE	3.85%	3.85%
YEARS	20	30
ANNUAL PMT	\$2,323,447.48	\$1,817,008.02
CURRENT TV	\$ 3,459,917,340	\$ 3,459,917,340
NUM OF MILLS	0.6715	0.5252
AVG RESIDENT		
TAXABLE VALUE	\$ 315,250	\$ 315,250
EST. TAXES	\$ 211.70	\$ 165.56

In addition, estimated construction and operational costs have been used in negotiations with both Next and the YMCA to work towards agreements with each organization for occupancy, membership rate reductions etc.

6. Management of the building has been considered.

The new building is a City facility and thus a public project. The new building will be managed by the City in the same fashion as every other building under the City's purview of responsibility. Because of the dynamic nature of the building, that being that Next, the YMCA and the community will all be accessing the building, numerous conversations have occurred as to how the building will be managed day to day. Both Next and the YMCA plan on having staff present in the building during their operating times and both will address their individual needs from a staffing perspective. Both Next and the YMCA

have indicated a willingness to assist the City in operating the day to day operations as part of their agreements with the City.

What has not been finalized is how the building would be staffed when both Next and the YMCA are closed. City staff and Kramer are working on an operations plan that would provide access to the building for use of the gymnasium, walking track, pickle ball courts, multi-purpose rooms etc. through the use of a building supervisor/manager potentially employed by the City and funded through the agreements with Next and/or the YMCA.

7. A final program concept for the building has been prepared.

It is important to understand what is meant by a final program. A final program would be that each individual stakeholder's space needs have been met, that all shared spaces are functional for each stakeholder and that the building is built to the proper size. This is why so much time was spent by the first architect (NORR, LLC), the City, Next, YMCA and the owner's representative to try and come up with a building size that fits both Next and the YMCA without knowing how big a building the City would provide or what the budget would be. City staff and the SCC had to work without the size and budget parameters during the initial steps of the project as well.

Using the NORR, LLC final report, City staff and the City's owner's representative were able to work with both Next and the YMCA to come up with a proposed building size and budget that meet the programming needs of both organizations and the community at large through functional shared spaces to provide a building that will be an asset for the entire community.

The second letter submitted by a member of the SCC states that an updated program requirement document is necessary and should be included in the attachments to the RFP. Attachment A of the RFP has been updated to include the updated and refined functional space program proposed for the building.

On October 21, 2024, both the City Commission and the Planning Board held a joint workshop, and one of the topics of discussion was the role of the Planning Board in the review of the site plan and design of the new senior/recreation center. Based on the discussion, it appears that there was consensus that the Planning Board conduct site plan review in the normal course, with the recommendation of the Planning Board on the final site plan going to the City Commission for a final decision. The Planning Board also proposed conducting a review of all of the zoning classifications to determine which development standards would be the best fit for the new building at 400 E. Lincoln, given that the property is likely to be rezoned to PP, Public Property, which does not have specific development standards. The Planning Board proposed selecting the most appropriate standards for the use and location and then applying them as guidelines to review the site plan and design of the new building. This would assist with the review process, but would also allow the Planning Board and/or City Commission to waive any guidelines as needed.

Also on October 21, 2024 Assistant City Manager Mark Clemence and Cris Braun of Next met with Dr. Roberson, Superintendent of Birmingham Public Schools (BPS) regarding extending the occupancy of Next in Midvale School past June 2026. Dr. Roberson kindly offered to extend Next's occupancy to May 31, 2027, providing an additional 11 months to construct a new building that Next can move into. Dr. Roberson advised that this extension is a hard date, and that Next must be moved out entirely by May 31, 2027 as BPS plans to renovate Midvale to expand BPS' Early Childhood Center to accommodate additional students.

In September, the City Commission provided direction that the maximum size of a new senior/recreation building be limited to 53,000 square feet and that the maximum bond amount to be sought for construction be capped at \$32 million, and seemed to favor what is now proposed as option C (build the entire building at once). Earlier this month, the City Commission requested additional refinement of the space program for the building. The conceptual program study, shared space analysis and cost optimization requested by the City Commission has now been completed, and it has been determined that the building size can be reduced as much as 8,500 square feet if desired by the City Commission and the public. The optimal size of a new building to comfortably accommodate Next, the YMCA and the community now and into the future would be approximately 48,000 square feet in size.

At this time, City staff and the Kramer Management team recommend that the City Commission provide direction to issue the RFP on October 31, 2024 to the three firms that were pre-qualified during the RFQ process earlier this summer.

During the two months it takes to work through the RFP selection process, City staff and the Kramer Management team will continue with the following:

- Continue negotiations with both Next and YMCA to formalize lease agreements with each (including apportioned costs and responsibilities, membership rate reductions, building maintenance and other standard terms);
- Bringing the architects that respond to the RFP to the City Commission on December 9, 2024 for consideration by the City Commission;
- Work with the City's bond attorney to prepare draft bond language for review by the City Commission in January 2025 once final size and costs are determined by the architectural team;
- Prepare a draft RFP for a construction manager to work with the City and the architectural team;
- Consider a special election in May 2025 for a vote on the bond proposal.

LEGAL REVIEW:

The City Attorney has been present at all of the SCC meetings and all individual meetings with both Next and the YMCA. The City Attorney is very familiar with the project and assisted the City with the original purchase of the property. The City Attorney will

continue to be involved and to work with both Next and the YMCA's respective legal counsel to draft the necessary legal agreements.

FISCAL IMPACT:

From the time of the purchase of the YMCA building by the City in spring/summer of 2023, it has been contemplated that the City may have to invest funds into the construction of building to provide for senior services and to create a permanent home for Next and to support Next services. It is anticipated that there will be senior millages and/or increased funding approved by the member communities, as well as the potential for ongoing fundraising and the possibility of the issuance of bonds for construction of a new building.

As has been previously stated, the City proposed a senior millage in November of 2023 for a 0.3 mill. The senior millage passed overwhelmingly, 69% in favor of the millage and 31% opposed. This senior millage will generate approximately one million dollars a year for the next three years (2024-2025 budget year through the 2026-2027 budget year) to assist with construction costs. It is important to note that the current senior millage that was approved is for building renovation and/or construction, and to start a "sinking fund" for future building renovations and/or repairs. This millage will not be sufficient to fund construction of a new senior/recreation building. However, these funds could be used to offset the amount of bond financing needed by up to \$3 million. In addition, the City will continue to seek grant and funding opportunities to fund construction to reduce the amount of bond financing needed.

Next will continue to seek additional funding from all of their member communities. Currently, Bingham Farms, Beverly Hills and the Village of Franklin contribute funds to Next to provide senior services to their residents through an inter-local agreement with Birmingham. An updated inter-local agreement could be negotiated between the municipalities to increase the contributions for operating expenses and/or construction costs. Both Next and the City have been in discussion with all three of these member communities to discuss the need for additional funding in the future to allow for the expansion of senior services and the relocation of Next to 400 E. Lincoln. Member communities may choose to contribute their share of funding for senior services through a bond issue, senior millage, general fund payments, and/or through a prorated membership fee structure.

Should the City Commission decide to proceed with option C, a combined building for Next, the YMCA and community use to be constructed by the City, without phasing, at a maximum cost of \$32 million, the debt service costs to the City will be \$2.3 million/year over the course of 20 years. This will amount to a debt service millage for the average resident in the amount of \$212 per year, to be offset by reduced membership rates at both Next and the YMCA. These amounts will be reduced accordingly if the building is

reduced in size as noted above, and/or if the City is able to obtain State, Federal or other grant funding to reduce the amount of the bond issue needed.

SUSTAINIBILITY:

The senior/recreation center project has the potential to include multiple sustainability components. Various building materials and/or sustainable initiatives will be considered by the final design architect and the City Commission at a later date. The costs associated with sustainable building materials and/or practices as well as LEED certification can be considered by the City Commission during the next phase of this project (final design and construction plans).

DESIGN CONSIDERATIONS:

All of the work to date on the senior/recreation center project has been to complete a comprehensive assessment of the existing facility, conduct a space program analysis for both Next and the YMCA and to receive public input into the project, both from a community survey and two town hall meetings. The City has created the Ad Hoc Senior/Recreation Center Committee to assist and guide City staff and to make recommendations to the City Commission on the project. The City also hired an Owner's Representative to assist City staff and the SCC in accomplishing their goals and objectives and the City has also hired a professional architectural firm to complete the assessment and preliminary conceptual plans and cost options.

Design considerations will be far more prevalent in the next phase of the project, final design and construction plans. City staff, the Owner's Representative and the SCC have already completed an RFQ for final design and construction plans and architectural/engineering services. City staff, the Owner's Representative and the SCC have identified three professional architectural firms that have been selected through the RFQ to bid on the preferred option of the City Commission.

PUBLIC COMMUNICATIONS:

There have been considerable public communications on this project. From the purchase of the YMCA Building in the spring of 2023 until now, the project has received media attention, attention from Next members, attention from YMCA members and attention from the general public. The City has provided the following public communications:

- Press releases
- E- Blasts
- Created a web page on the City's website dedicated to the project
- Promoted the project on the home page of the City's website
- Updates have been provided in all of the monthly City Manager's Reports as well as the City's Around Town E-Newsletters
- Updates have been provided in the City's summer edition of the Birmingham Beat Newsletter

- The project has been promoted on the City's social media channels including Facebook and Instagram
- Two in-person town hall meetings were held at the YMCA and Next
- The Ad Hoc Senior/Recreation Center Committee was created and has met almost weekly since its inception. All meetings were open to the public and provided an opportunity for members of the public to speak.

SUMMARY:

The City has followed a very specific path for this project, one that has been transparent and open to the public. When the project was started, the building was purchased to be the new home for Next to provide our community with senior services. It was also anticipated that the building could be renovated at a reasonable cost and that Next could move in within three years when their lease with Birmingham Public Schools expired in June 2026. The building was purchased with the assumption that the YMCA operation would be phased out over the course of three years and that a limited YMCA staff would remain in the building and only summer day camps and minimum programming would remain. The City was also very clear that the pool was not a part of the project moving forward.

Over the course of the past year, many changes have occurred that have affected the trajectory of the project. Most notably, the YMCA changed its plan and wanted to not only continue to have a presence in the building, but also wanted to continue to operate their branch operation in order to provide recreation and multi-generational programming to the project, including a pool. The building assessment returned with the news that it made no financial sense to renovate the building and that the most logical, cost effective option would be for the City to build a new facility.

The City Commission created the SCC to assist City staff and provide the City Commission with guidance on the project. Through the SCC, an owner's representative was recommended and approved by the City Commission. Together, City staff, the SCC, the owner's representative, a professional architectural firm (NORR, LLC), Next and the YMCA have been able to provide the City Commission with a plan for a new building between 44,500 square feet and 53,000 square feet in size and not to exceed \$32 million dollars in total cost. While there is an approximately 16% difference in the size the building, City staff, the owner's representative, Next and the YMCA all recommend that the City Commission issue the RFP on October 31, 2024 to the three firms that were pre-qualified during the RFQ process earlier this summer and move to the next phase of the project to hire an architect to prepare final design and construction plans. All parties involved believe that all programming and operational needs can be met for Next, the YMCA and the community at large within the defined parameters.

Should this direction be given, it is anticipated that the selection of an architectural team could be made at the City Commission meeting on December 9, 2024. Doing so would minimize the delay in getting a new building constructed and open for operations, but it does extend the time line from a June 2026 building opening to a March 2027 building opening. This time line would allow Next to be able to move out of their existing space at Midvale by May 31, 2027 without the disruption of moving to a temporary space. Any further delay in issuing the RFP will likely not allow construction of a new building with occupancy prior to May 2027.

ATTACHMENTS:

- PowerPoint presentation
- Updated draft RFP
- Draft letter to Beverly Hills, Bingham Farms and Franklin elected officials
- Examples of senior/recreation centers in other locations that involved partnerships between local government, school districts, the YMCA and other non-profit organizations

SUGGESTED COMMISSION ACTION:

Approve a resolution to direct staff to issue the RFP for final design for a new building between 44,500 and 53,000 square feet in size, at a maximum cost of \$32 million dollars on October 31, 2024 to the three firms that were pre-qualified during the RFQ process earlier this summer.

AND

Approve a resolution to direct staff to negotiate lease agreements with both Next and the YMCA (including apportioned costs and responsibilities, membership rate reductions, building maintenance and other standard terms).



City Manager's Office

Presented by: Brian Deming,
Kramer Management Group

Date: October 28, 2024

Senior/Recreation Center



Project Evolution

- City of Birmingham purchased 400 E. Lincoln (YMCA Building) to be the future home of Next
 - Moderate renovation
 - Small YMCA presence after three years, no pool
- Conduct a comprehensive existing building evaluation, solicit and engage community input, develop space programming and cost estimates
 - New build was deemed best – 75% Next/25% YMCA space split
 - YMCA reverses course and wants full presence in the project with a pool to provide community-based programming
- Due diligence with Next and the YMCA
 - Develop concept construction cost models, explore funding options
 - Estimate operating costs for building
- Which led to ...



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Birmingham Senior / Recreation Center

Parameters: Maximum \$32M Project Cost (\$24M Construction)

44,500 SF to 53,000 SF facility including a pool

- Next
 - Senior Services
- YMCA
 - Community Recreation/Programming
- City of Birmingham
 - Community Access



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Work Product

- Space Program
 - Initially prepared by NORR, vetted by KMG and Staff
 - 65,000 SF reduced to a maximum of 53,000 SF
- Conceptual Design
 - Initially prepared by NORR, revised by KMG and Staff
 - Pool added to scope of the project
- Budget
 - Initially prepared by NORR/AM Higley, revised by KMG
 - Maximum \$32M project cost / \$24M construction cost
- Zoning
 - Proposed revision from R4 (two family residential) to PP (public property)
 - CIS and site plan review by Planning Board – recommendations to the City Commission



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Work Product - continued

- Funding
 - Maximum \$32M Bond, 20 yr term, \$2.3M/per year debt service
 - Estimated taxes (avg. residence): \$211.70/yr
- Operating Expenses
 - Estimated \$376,000 per year
 - Includes utilities, insurance, maintenance, facility management, property management, capital reserve
- Tenant Agreements
 - Initial development of term sheets ongoing
 - Current operating contribution discussions-Next \$270k/yr / YMCA \$450k/yr
 - Both organizations open to reduced membership rates for Birmingham residents



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Next Step – Schematic Design

Description of services from AIA.org (American Institute of Architects)

“...During schematic design, an architect commonly develops study drawings, documents, or other media that illustrate the concepts of the design and include spatial relationships, scale, and form for the owner to review.”

“Deliverables: Schematic design often produces a site plan, floor plan(s), sections, an elevation, and other illustrative materials; computer images, renderings, or models.”



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Proposed Schedule

Phase 3: Final Site Plan & Design Review, Preparation of Construction Plans

10/28 – CC	RFP approval and release for Architect Engineer
10/31	Post RFP for Architect Engineer (due 11/21)
11/21 – RFP Proposals	Final design and construction plan proposals due
12/9 – CC	- Recommend and/or interview architectural consultants at City Commission - Award AE consultant contract
1/8/25 - SCC	Post RFP for Construction Manager (due 2/8)
1/20/25 - CC	Approve Bond Language (May Vote)
2/8/25	CM Proposals Due
2/11/25	Bond Language to County Deadline
2/24/25 - CC	- Recommend and/or interview CM firms at City Commission - Award CM and Kickoff CM Firm for SD Budget
3/10/25 - CC	Present SD progress and Renderings for review
3/24/25 -CC	Schematic Design and Budget Estimate to CC for comments
May 2025	Bond Vote
10/13/25 – CC	Final review of CD and Budget for release of bidding
10/15/25	AE Issues Documents for Bidding

Phase 4: Construction & Construction Management

12/8/25 -- CC	Present GMP to CC for Approval and Award
12/10/25 – 12/26(3/27)	12 – 15 months of Construction
Before 5/31/27	Next moves out of Midvale



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Architectural Contracting Process

- Request for proposal (RFP) defines that fees to be based on \$24M construction cost (75% of Total Cost \$32M) as lump sum contract
 - Schematic design
 - Estimated cost to City \$250k prior to bond vote
 - Continuation beyond SD is contingent on bond passing
 - City awards construction manager(CM) contract during schematic design for estimating.
 - Estimated cost to City \$25k prior to bond vote
 - Continuation of contract contingent on bond passing
 - Architectural contract to be adjusted and finalized to construction value of project at the design development phase
 - Project design and construction is to be managed within budgetary constraints



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Conclusion

Direction needed from City Commission at this time:

- Approval to release updated RFP for Final Architectural Engineering Services
- Confirm and validate program with all stakeholders
- Develop graphical information including renderings
- Create and support a public education package for the project to increase awareness and understanding

To realize the vision of the Birmingham Senior/Recreation Center project, schematic design visuals are needed to increase community education and understanding of the senior / recreation project prior to the proposed May 2025 bond vote.



**REQUEST FOR PROPOSAL ARCHITECTURAL/ENGINEERING SERVICES FOR
FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION BIRMINGHAM
SENIOR/RECREATION CENTER**

Sealed proposals endorsed **"Architectural/Engineering Services for Final Design and Construction Plan Preparation"**, will be received at Birmingham City Hall, ATTN: City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until **Thursday, November 21, 2024 at 10:00 am EST** after which time proposals will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed proposals from selected professional architectural/engineering firms for Architectural/Engineering Services for the Final Design and Construction Plan Preparation to support the demolition of the existing Birmingham YMCA building and the construction of a new senior/recreation center building on the site. The project must be performed in accordance with the specifications contained in the Request for Proposal ("RFP").

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City of Birmingham until an agreement has been executed.

Submitted to Qualified Bidders: Thursday, October 31, 2024

Deadline for Submissions: Thursday, November 21, 2024 at 10:00 am EST

Birmingham Contact Person: Jana Ecker, City Manager
151 Martin Street
Birmingham, MI 48009
Phone: 248-530-1811
Email: jecker@bhamgov.org

**REQUEST FOR PROPOSAL
ARCHITECTURAL SERVICES FOR FINAL DESIGN PLAN PREPARATION
BIRMINGHAM SENIOR/RECREATION CENTER**

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INTRODUCTION

For the purpose of this request for proposal, the City of Birmingham will hereby be referred to as "the City" and the private firm or person(s) responding will hereby be referred to as "Contractor." The City is accepting sealed proposals from prequalified professional architectural/engineering firms or persons for architectural/engineering services to provide for final design and construction plan preparation for the conceptual design of the existing property located at 400 East Lincoln in the City of Birmingham, referred to as "the Project". This work must be performed as specified, in accordance with the specifications and the compressed timeline contained in this Request for Proposal ("RFP").

During the evaluation process, the City reserves the right to request additional information or clarification from contractors, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation.

PROJECT BACKGROUND

The City of Birmingham purchased the Birmingham YMCA building, located at 400 East Lincoln, Birmingham, MI in June 2023. The City purchased the building as a permanent home for Next, a 501(c)(3) organization that provides senior services to residents of Birmingham, Bingham Farms, Beverly Hills, and Franklin. Also contemplated in the purchase was the additional space that would not be used by Next would allow for the current YMCA to continue to have a presence in the building and/or other public use, such as community or recreational uses and/or office space for City Parks and Recreation personnel. The goal is to provide a new home for Next and the YMCA in a new building at 400 East Lincoln by March 2027.

The Project property is located immediately north of the City owned St. James Park and an existing public parking lot, and is surrounded by single family residential, multi-family residential and small scale commercial buildings. All future construction and improvements to the site should be compatible with the surrounding neighborhood and integrated with St. James Park. The Project property contains approximately 1.52 acres, and is currently zoned R4, Two Family Residential. The maximum height permitted in the R4 zone is 2.5 stories and 35'. However, the City is currently in the process of rezoning the property from R4 to PP, Public Property. A decision on the rezoning is anticipated on October 28, 2024.

The City, through a previous RFP, contracted with an architectural firm, NORR, LLC to conduct a needs assessment of the existing building, develop a preliminary space program and provide conceptual design alternatives with estimates. The City also formed an Ad Hoc Senior/Recreation Committee to assist City Staff and the City Commission to formalize a plan moving forward on the Project. The needs assessment assisted the City Commission with the decision to demolish the existing building and to build a new facility. Previous reports, studies and the conceptual design alternatives reviewed by the City are included in the attachments to this RFP.

The City, also through an RFP, contracted with a professional owner's representative, Kramer Management Group, to serve as an extension of the City to protect the City's interests throughout the development process. The owner's representative will oversee and coordinate all phases of the project to ensure that the project is completed on time and within budget. The owner's representative will also provide ongoing communication between the City and hired consultants, project managers, and/or construction managers and assist with resolution of any issues that arise. The City Commission will provide final approval on all design and construction plans.

PROJECT VISION, GOALS & OBJECTIVES

The City has adopted a vision statement for the Project:

Vision Statement:

Create a welcoming and dynamic hub where all the members of the community can gather in an environment that promotes socialization, physical activity and lifelong learning that enhance both personal and community wellness.

The City has adopted the following goals and objectives for the Project:

Goals:

1. Develop a plan for an open, welcoming, adaptable active senior/community facility with flexibility for current and future uses.
2. Integrate the design and use of the senior/community center with St. James Park.
3. Ensure safe and accessible design of the building(s) and site for users of all ages and abilities.
4. Incorporate sustainable concepts, design and materials, when practical, to reduce environmental impact.
5. Complete design and construction of a new or renovated facility and site on time and within the established budget.

Objectives:

1. Create a permanent home for Next.
2. Support Next in providing a wide range of programs and services.
3. Provide community gathering spaces (indoors and outdoors).
4. Provide a facility that promotes the provision of health, fitness, and recreation programming for the community.
5. Design a facility that encourages social interaction and emotional enrichment for the community.
6. Design a facility that promotes multigenerational programming opportunities and lifelong learning.

The adopted vision statement will guide the Contractor in preparing final design and construction plans for the Project. Contractors will be expected to present creative concepts for the final design and construction plans that incorporate the Project goals and objectives.

REQUEST FOR PROPOSAL PROCESS

The selected Contractor will provide architectural/engineering services to design a senior/recreation center and develop the accompanying construction and bid documents. The selected firm will work closely with City staff, the Ad Hoc Senior/Recreation Center Committee, Owner's Representative, the Planning Board and the City Commission to develop a final design. The Contractor will be required to meet with City staff and attend board and commission meetings in person when the Project is on the agenda. The Contractor will submit construction drawings to the City of Birmingham Community Development Department for review. The Contractor will work with the City selected Construction Manager in the development and construction of the Project. The Contractor will prepare bid document plans and specifications to be posted by the City for the senior/recreation center. Upon acceptance of Guaranteed Maximum Price (GMP) by the City Commission and issuance of a building permit, the selected Contractor will perform construction administrative duties working closely with the City of Birmingham and the City's Owner Representative until the completed building has received a Certificate of Occupancy and the warranty process is completed.

Questions are to be directed to Jana Ecker by email to jecker@bhamgov.org by **Tuesday, November 12, 2024**. Responses will be provided to all bidders on Monday, November 18, 2024.

All proposal responses must be received by the City Clerk no later than November 21, 2024 at 10:00 a.m. EST. Submission requirements and guidelines are detailed below.

SCOPE OF WORK

The Contractor selected under this RFP shall be considered as the Architect of Record for the project throughout all phases of design and construction administration.

The conceptual programming design and estimate was prepared, however further analysis and concept refinement has been done, and the City has established that the new building will include a pool and be designed between 44,500 and _____ square feet in size and will not exceed \$24M in construction cost. Reference documents including program needs, shared space analysis and cost estimates as well as City Commission minutes and reports are listed in Attachment A.

Generally, the scope of the Contractor's services required in this proposal shall include all architectural and engineering services of disciplines required to deliver the City the information necessary to fulfill the requirements of the Project. Expectations of required deliverables are outlined in Attachment B; services defined as:

Basic Services

- Architectural
- Interior Design
- Structural Engineering
- Mechanical and Plumbing Engineering

- Electrical Engineering (including power lighting, building security and low voltage)
- Civil Engineering
- Landscape Architecture
- Pool Design
- Furniture, Fixtures, and Equipment Selection and Specification

Services Not Included (City may contract directly for some of these services)

- Audio, Visual, Technology Services
- MEP Systems Commissioning

The City of Birmingham intends to hire a Construction Manager at Risk during the preconstruction process to provide support with cost estimating, constructability, phasing and other construction related items. The City intends that the relationship between the City representatives, Contractor, construction manager, owner representative and City function in the spirit of mutual cooperation and respect in order to promote efficiency and cooperation between all parties.

If the City of Birmingham or the construction manager engages with any vendor design-assist partners, the Contractor will remain the Architect/Engineer of Record for all disciplines.

The project will be designed to meet at least LEED Silver certification from the United States Green Building Council (USGBC) and use creative approaches to minimize environmental impacts, including stormwater mitigation and alternative energy options.

Based on the proposed size of the building, the City of Birmingham requires a community impact study, which the Contractor will be responsible for preparing for review by the Planning Board. Requirements are described in Chapter 126, Zoning; Article 7.27 (<http://online.encodeplus.com/regs/birmingham-mi/index.aspx>). The Contractor will also be responsible for preparing plans for preliminary and final site plan review by the Planning Board following the process and requirements outlined in Chapter 126, Zoning, of the City Code.

The City of Birmingham will engage any commissioning, testing, and quality assurance service providers directly. The Contractor will be responsible for coordinating design work with, but not services of, such vendors.

Key project deliverables are outlined by project phase below. Please also see Attachment B for a deliverable matrix that will be utilized in addition to the outline below for determining progress and evaluation of deliverables in each phase by areas of discipline.

1. Schematic Design

- a. Refine design concept and validate the program for the building, including:
 - Purpose and use of room
 - User groups, number of users
 - Frequency and duration of use
 - Room dimensions showing space for necessary equipment
 - Develop functional space plan.
- b. Conduct an open house to engage the public and seek design input.

- c. Meet with the Planning Board, the Ad Hoc Senior/Recreation Center Committee and/or the City Commission for review and feedback as concept and space plans progress.
- d. Provide an updated survey of the property at 400 E. Lincoln.
- e. Prepare Schematic Design Documents ("SD") for the building to include floor plans, elevations, outline specification, descriptions, calculations, exterior materials and typical finishes.
- f. Provide conceptual design and performance specifications for mechanical, electrical, plumbing, fire protection, voice/data and landscape design.
- g. Develop a site plan showing relationships to the park and neighborhood. Include review of Zoning Ordinance and identify areas of non-conformance.
- h. Consider the value of alternate materials, prefab building components and equipment based upon program in developing a design that is consistent with the schedule and the budget.
- i. Develop presentation quality renderings to help visualize the project, including two exterior concept views and two interior concept renderings. Visual materials should help convey the overall form and character of the proposed design, allowing for flexibility in how this is achieved.
- j. The Contractor shall provide two hard copies and a digital copy of all deliverables.

2. Design Development:

- a. Conduct an open house to engage the public and seek design input on SD.
- b. Meet with the Planning Board, the Ad Hoc Senior/Recreation Center Committee and/or the City Commission for review and feedback as needed.
- c. Prepare Design Development ("DD") Documents including plans, sections, elevations, construction details, outline specifications, schedules and layouts of building systems.
- d. Update the site plan indicating building locations and all site improvements.
- e. Prepare a community impact study, preliminary site plans and final site and design plans in accordance with the requirements set out in Chapter 126, Zoning, of the City Code, and obtain approval by the Planning Board and the City Commission.
- f. If revisions to DD documents are required to conform to the approved budget, the Contractor will be responsible for making such revisions.
- g. Assist with preparation of outline of required commissioning services for building systems and envelope.
- h. Schedule preliminary reviews with required regulatory agencies.
- i. The Contractor shall provide two hard copies and a digital copy of all deliverables.

3. Construction Documents:

- a. Prepare Construction Documents ("CD") consisting of drawings, schedules and specifications setting forth in detail requirements for construction.
- b. Provide meticulous coordination of the CD among all design disciplines.
- c. Collaborate with the owner representative and construction manager to ensure the design is consistent with the approved budget. If revisions to CD are required to conform to the approved budget, the Contractor will be responsible for making such revisions.
- d. Prepare up to three (3) bid packages to assist the construction manager in the

- competitive bid process.
- e. Assist in evaluation of subcontractors and bid results.
- f. The Contractor shall provide two hard copies and a digital copy of all deliverables.

4. Construction Administration:

- a. Provide Contract Administration ("CA") during construction to verify that the project is being built according to plans and specifications.
- b. Participate in the review and certification of payments due to the trades.
- c. Prepare a monthly field evaluation for each site visit to keep the City informed on the progress of the work.
- d. Inspect the project to confirm substantial completion and respond to the punch list of remaining work to be repaired or completed.
- e. Provide record drawings from information provided by construction manager- two paper copies, one pdf copy.

5. Post Construction Phase

- a. Provide an observational report at the 6-month and 12-month intervals after occupancy to review building performance, primarily building envelope and mechanical systems.

REQUIREMENTS FOR PROPOSAL

Contractor shall carefully read the information contained in the following criteria and submit a response to all questions in this section, formatted as directed in the Format for Proposal section below. Provide the following information in A3 Format:

1. Criteria 1: Specific Project Experience

- a. Based on the current understanding of the goals and objectives of this Project and review of Conceptual Design provided, provide 3 examples that best describe your experience with similar projects.
- b. Specifically address the challenges and opportunities of the project and how the experience on the referenced projects best qualifies your team for this Project.
- c. Demonstrate firm expertise and experience in sustainable and universal accessibility construction practices. Identify experience in utilizing an integrated design approach, life cycle cost analysis, and other practices used by your firm in meeting sustainable design goals.
- d. Summarize why the City of Birmingham should select your firm for this Project.

2. Criteria 2: Proposed Project Team

- a. Provide a description of the team that will be responsible for delivery of all design services for the Project including an organizational chart and description of roles and responsibilities throughout each phase of the Project. Communicate clearly how the team member's experiences on the specific projects from Criteria 1 relate to the Project.
- b. Provide resumes and references for all key team members proposed for the Project,

clearly identifying their experience with similar facilities. Specifically identify team members from all required architectural and engineering disciplines.

- c. Demonstrate how team members have worked together on demonstrated projects.
- d. Identify participating team members with appropriate experience, including LEED/Sustainable Design and Accessible Design experience.
- e. Clearly state team availability to meet defined Project schedule requirements.

3. Criteria 3: Design Approach and Work Plan

- a. Provide a detailed work plan for the delivery of all architectural and engineering responsibilities required to meet the requirements of the Project. Work plan must be a narrative description of the major tasks, as well as a graphical schedule indicating the workflow and interaction required with the City.
- b. Include anticipated dates for specific design deliverables and any critical dates when information or decisions are required by the City to maintain the design schedule. Identify typical review periods and decision points in the workflow.
- c. Describe the recommended public engagement process and note the timing of key public input points.

4. Criteria 4: Financial Proposal

- a. For the scope of work identified, submit a fixed-price fee to provide all design services required to complete the Project as contemplated. The fee should include all services necessary to produce complete schematic design documents, design development documents, construction documents and construction administration services. The fee should include all design disciplines.
- b. Provide a breakout of your proposed fee, for each discipline, and complete Attachment C, based on a construction cost not to exceed \$24 million and a building size between 44,500 and _____ square feet. At the completion of the Design Development Documents Phase, a lump sum fee ("Fee") shall be adjusted for all basic services under this Agreement, which Fee shall be a percent (%) of the estimated amount of the building construction costs. Until such lump sum Fee is established, payments for basic services shall be made as provided in Attachment C.
- c. In addition to your proposed fee for the above, submit a not to exceed proposal for reimbursable expenses. Provide a cost breakdown of reimbursable expenses for both design and construction phases. Reimbursable expenses shall be in addition to the basic services fee. These expenses shall be for "out-of-pocket" expenses on behalf of the Project such as printing, deliveries, travel, etc. No home office charges for accounting, computer systems, and/or computer support will be allowed. Supporting documentation will be required. No mark-up will be allowed on reimbursable expenses.
- d. Provide a Fee Proposal Labor Rate Schedule for additional services that shall be binding for the duration of the project.

- e. Additional services known, anticipated, or recommended and the compensation basis for said services should not be included as part of your proposed fee or reimbursable expenses for basic services.

FORMAT FOR PROPOSAL

The City is using A3's for succinct decision making. The document allows more concise communication of the requested information. Respondents have the discretion to organize the information for each of the criteria on the A3's in the best manner to demonstrate their qualifications, provided it responds to all data requested.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of this RFP. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions in the order presented. Incomplete proposals will be considered non-responsive and subject to rejection. All proposals and accompanying information submitted in response to this RFP shall become the property of the City.

SELECTION PROCESS

Only pre-qualified architects are being offered the opportunity to submit a proposal under this RFP. Following a review of the proposals submitted in response to the RFP, the City may establish a list of Contractors that will be extended an invitation to participate in an interview with the Ad Hoc Senior/Recreation Committee and/or the City Commission to discuss their suitability for the Project. The agreement included as Attachment D is the required agreement that will be used between the City and the Contractor selected under the RFP and must be signed and submitted with proposal.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from Contractors, or to allow corrections of errors or omissions. At the discretion of the City, firms or persons submitting proposals may be requested to make public presentations as part of the evaluation process.

EVALUATION CRITERIA

The City will utilize the following criteria to evaluate each Contractor's proposal:

Selection Criteria	Score
Criteria 1: Specific Experience with projects of similar nature, size and scope	25
Criteria 2: Proposed Project Team, Organization and Structure	25
Criteria 3: Detailed description of Project approach and Work Plan	25
Criteria 4: Financial Proposal	25
Available Scoring Points in Total:	100

PROJECT SCHEDULE

The overall Project schedule consists of a standard design, bid, and construction process ultimately resulting in anticipated occupancy in March 2027. The final design phase is scheduled to start in December 2024 and be completed by July 2025. Construction is scheduled to start in December 2025 with substantial completion by March 2027.

Please see Attachment E for the proposed timeline for the Project. The proposed selection schedule for Contractors is as follows:

Anticipated Submittal & Review Process

Request for Proposals to Pre-Qualified Bidders
Questions from Bidders
Submittal date for RFP
City Commission Interviews of Contractors
Award of Contract
Schematic Design (SD)
SD Review and City Commission Approval
Design Development (DD)
DD Review and City Commission Approval
Construction Plans Completed for Bidding
CD Review and Final City Commission Approval
Construction Procurement

Target Date

Oct. 31, 2024
Nov. 12, 2024
Nov. 21, 2024
Dec. 9, 2024
Dec. 9, 2024
Dec. 9 – Mar. 17, 2025 (14 wks)
Mar. 18 – Apr. 22, 2025 (5 wks)
May 7 – July 2, 2025 (8 wks)
July 3 – July 31, 2025 (4 wks)
Aug. 1 – Sept. 26, 2025 (8 wks)
Sept. 29 – Oct. 17, 2025 (3 wks)
Oct. 20 – Nov. 21, 2025 (6 wks)

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received at any time during this process, waive informalities, or accept any qualifications in whole or in part, it deems best.
2. The City makes no representations of any kind that an award will be made as a result of this RFP, or subsequent RFPs.
3. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
4. Any response may be withdrawn up until the date and time set above for the submission and opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the services set forth in accordance with the specifications outlined in this RFP.
5. The Contractor will not exceed the timelines established for the completion of this Project.
6. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

SUBMISSION PROCEDURE

Three (3) hard copies and one (1) PDF copy on a thumb drive of the proposal shall be submitted no later than 10:00 a.m., on November 21, 2024 to:

**City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009**

Submittals should be firmly sealed in an envelope, which shall be clearly marked on the outside, "Request for Proposal – Senior/Recreation Center Project". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one submittal provided each proposal meets the functional requirements of this RFP.

Submittal must include proposal and signed copies of Attachment C, Fee Proposal and Attachment D, Birmingham Senior/Recreation Center Final Design and Construction Plan Preparation Agreement.

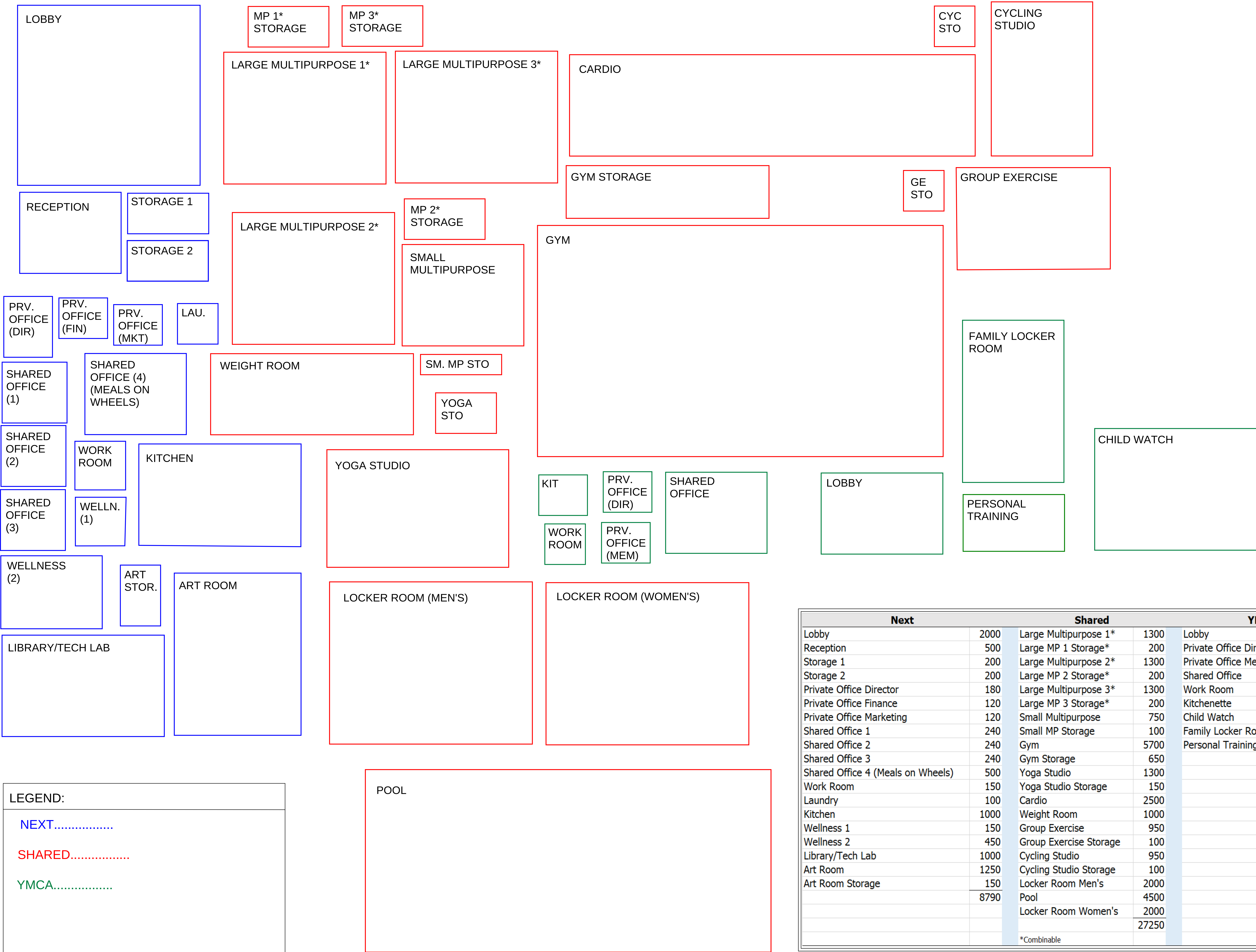
Each respondent shall include in their submittal the following information: Firm name, address, city, state, zip code, telephone number, fax number and website address. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

The City of Birmingham reserves the right, at its sole discretion, to reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; to waive minor irregularities and informalities of a submittal; or to cancel, revise, or extend this solicitation. This RFP does not obligate the City of Birmingham to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

ATTACHMENT A: Reference Materials

1. [Draft Conceptual Design, Building Assessment, Programming Information and Estimates](#)
2. [Presentation to City Commission of Building Options](#) (7/22/24, Agenda item 7F, start at page 311 of packet)
3. [Presentation](#) and [Meeting Minutes](#) of Workshop with City Commission (9/9/24)
4. [Presentation to City Commission for Building for Next and YMCA including pool](#) (10/7/24, Agenda item 8B, start pg. 244 of packet)
5. Refined Building Program

400 E. LINCOLN SPACE PROGRAMMING (VERSION 1)



Next		Shared		YMCA	
Lobby	2000	Large Multipurpose 1*	1300	Lobby	600
Reception	500	Large MP 1 Storage*	200	Private Office Director	180
Storage 1	200	Large Multipurpose 2*	1300	Private Office Member Exp.	120
Storage 2	200	Large MP 2 Storage*	200	Shared Office	500
Private Office Director	180	Large Multipurpose 3*	1300	Work Room	100
Private Office Finance	120	Large MP 3 Storage*	200	Kitchenette	120
Private Office Marketing	120	Small Multipurpose	750	Child Watch	1200
Shared Office 1	240	Small MP Storage	100	Family Locker Room	1000
Shared Office 2	240	Gym	5700	Personal Training	350
Shared Office 3	240	Gym Storage	650		
Shared Office 4 (Meals on Wheels)	500	Yoga Studio	1300		4170
Work Room	150	Yoga Studio Storage	150		
Laundry	100	Cardio	2500		
Kitchen	1000	Weight Room	1000		
Wellness 1	150	Group Exercise	950		
Wellness 2	450	Group Exercise Storage	100		
Library/Tech Lab	1000	Cycling Studio	950		
Art Room	1250	Cycling Studio Storage	100		
Art Room Storage	150	Locker Room Men's	2000		
	8790	Pool	4500		
		Locker Room Women's	2000		
			27250		
		*Combinable			

400 E. Lincoln Space Programming									
Next		Shared		YMCA		Parks & Rec		General	
Lobby	2000	Large Multipurpose 1*	1300	Lobby	600	Waiting Area	100	Vestibule	200
Reception	500	Large MP 1 Storage*	200	Private Office Director	180	Private Office 1	120	Toilet Room Men's 1	300
Storage 1	200	Large Multipurpose 2*	1300	Private Office Member Exp.	120	Private Office 2	120	Toilet Room Men's 2	300
Storage 2	200	Large MP 2 Storage*	200	Shared Office	500	Private Office 3	120	Toilet Room Women's 1	300
Private Office Director	180	Large Multipurpose 3*	1300	Work Room	100		460	Toilet Room Women's 2	300
Private Office Finance	120	Large MP 3 Storage*	200	Kitchenette	120			Custodial Closet 1	60
Private Office Marketing	120	Small Multipurpose	750	Child Watch	1200			Custodial Closet 2	60
Shared Office 1	240	Small MP Storage	100	Family Locker Room	1000			Building Support/ Receiving	400
Shared Office 2	240	Gym	5700	Personal Training	350				1920
Shared Office 3	240	Gym Storage	650						
Shared Office 4 (Meals on Wheels)	500	Yoga Studio	1300		4170				
Work Room	150	Yoga Studio Storage	150						
Laundry	100	Cardio	2500						
Kitchen	1000	Weight Room	1000						
Wellness 1	150	Group Exercise	950						
Wellness 2	450	Group Exercise Storage	100						
Library/Tech Lab	1000	Cycling Studio	950						
Art Room	1250	Cycling Studio Storage	100						
Art Room Storage	150	Locker Room Men's	2000						
	8790	Pool	4500						
		Locker Room Women's	2000						
			27250						
		*Combinable							

Program		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours/Week	Hours Avail. to Program per week*	Rate of programming**
Next											
Lobby	2000	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Reception	500	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Storage 1	200	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Storage 2	200	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Private Office Director	180	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Private Office Finance	120	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Private Office Marketing	120	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Shared Office 1	240	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Shared Office 2	240	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Shared Office 3	240	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Shared Office 4 (Meals on Wheels)	500	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Work Room	150	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Laundry	100	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Kitchen	1000	0	10.5	10.5	10.5	10.5	6.5	0	48.5	0.00	100.00%
Wellness 1	150	0	1	0	0	3	0	0	4	44.50	8.25%
Wellness 2	450	0	0	0	0	0	0	0	0	48.50	0.00%
Library/Tech Lab	1000	0	0	0	0	0	0	0	0	48.50	0.00%
Art Room	1250	0	3	3.5	7	5	2	0	20.5	28.00	42.27%
Art Room Storage	150	0	3	3.5	7	5	2	0	20.5	28.00	42.27%
Shared											
Large MP 1	1300	0	9	10	7	8.5	2	0	36.5	52.50	41.01%
Large MP 1 Storage	200	0	9	10	7	8.5	2	0	36.5	52.50	41.01%
Large MP 2	1300	0	6.5	5	5	6	4	0	26.5	62.50	29.78%
Large MP 2 Storage	200	0	6.5	5	5	6	4	0	26.5	62.50	29.78%
Large MP 3	1300	0	3.5	5	3	3	3.5	0	18	71.00	20.22%
Large MP 3 Storage	200	0	3.5	5	3	3	3.5	0	18	71.00	20.22%
Small MP	750	0	0	0	0	0	0	0	0	89.00	0.00%
Small MP Storage	100	0	0	0	0	0	0	0	0	89.00	0.00%
Gym	5700	7	18	18	18	18	15	7	101	-12.00	113.48%
Gym Storage	650	7	18	18	18	18	15	7	101	-12.00	113.48%
Yoga Studio	1300	1	2	0	4.5		1	1	9.5	79.50	10.67%

Yoga Studio Storage	150	1	2	0	4.5		1	1	9.5	79.50	10.67%
Cardio	2500	7	15	15	15	15	15	7	89	0.00	100.00%
Weight Room	1000	7	15	15	15	15	15	7	89	0.00	100.00%
Group Exercise 1	950	0	2.25	2.25	3.5	3.25	4	0	15.25	73.75	17.13%
Group Exercise 1 Storage	100	0	2.25	2.25	3.5	3.25	4	0	15.25	73.75	17.13%
Cycling Studio	950	0	0.75	0	0.75	0.75	0	0.75	3	86.00	3.37%
Cycling Studio Storage	100	0	0.75	0	0.75	0.75	0	0.75	3	86.00	3.37%
Pool	4500	4.5	9.5	9.5	9.5	9.5	9.5	5.5	57.5	31.50	64.61%
Locker Room Men's	2000	7	15	15	15	15	15	7	89	0.00	100.00%
Locker Room Women's	2000	7	15	15	15	15	15	7	89	0.00	100.00%
Locker Room Men's	2000	7	15	15	15	15	15	7	89	0.00	100.00%
Locker Room Women's	2000	7	15	15	15	15	15	7	89	0.00	100.00%
YMCA											
Lobby	600	7	15	15	15	15	15	7	89	0.00	100.00%
Private Office Director	180	7	15	15	15	15	15	7	89	0.00	100.00%
Private Office Member Exp.	120	7	15	15	15	15	15	7	89	0.00	100.00%
Shared Office	500	7	15	15	15	15	15	7	89	0.00	100.00%
Work Room	100	7	15	15	15	15	15	7	89	0.00	100.00%
Kitchenette	120	7	15	15	15	15	15	7	89	0.00	100.00%
Child Watch	1200	0	6	3	6	6	0	3	24	65.00	26.97%
Family Locker Room	1000	7	15	15	15	15	15	7	89	0.00	100.00%
Personal Training	350	0	0	0	0	0	0	0	0	89.00	0.00%
									*Next = 48.5 hrs; YMCA = 89 hours		
									**Calculations based on Sept. 2024 Next & YMCA schedules		

**ATTACHMENT B:
Design Deliverables**

DRAFT

Design Phase Deliverables Document Requirements

The following requirements will be used to evaluate a Design Schedule of Values for progress payments, and, completion of contractual requirements. This list is not meant to represent the documentation needs for estimating prepar Requirements per design phase are in addition to items in previous phases of design and are to be further developed during the indicated phase.

Item	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS
General Description	1. Scope of Work narrative	1. Description of construction phasing	1. Documentation on drawings as required by building codes
	2. Comparison of capacities (see "Building Interior" for area comparison) to program	2. Building code review (describe means of compliance for major code issues and building systems)	2. If multiple bid packages, clear indication of scope of each release
	3. List of applicable building codes on drawing title sheet	3. Description of water & vapor characteristics of roof & exterior walls	3. Identification of construction phasing, including temporary requirements during each phase
	4. List of anticipated building code variance requests	4. Design intent document (rough draft)	4. Design intent document (completed design)
Specifications	1. System & material narrative description	1. Outline specification w/same section numbering as final	1. Complete specification including draft front end documents
	2. List of Owner's preferred suppliers / vendors	2. List of items which are sole-sources or dual-sources and justification for not specifying three acceptable products	2. For items listed in "Preferred Manufacture List", a table of specified items that are NOT indicated in PML and the justification for specifying these items.
			3. For door hardware sets that require electricity, indicate the proposed sequence of operations for hardware.
Site	Site Plan(s), to include the following: 1. Existing conditions	1. General dimensions & elevations	1. Extent of construction area
	2. Demolition	2. Permanent exterior signage	2. Area traffic plan, if existing roads/walkways are impacted
	3. Building Outline(s)	3. Parking / roadway plans & elevations	3. Site development phasing
	4. Future expansion	4. Vehicle & pedestrian traffic controls	4. Construction site access
	5. Site entrance	5. Grading plan	5. Staging area / general fencing layout
	6. Roads & driveways	6. Lighting plan	6. Site details, including landscape
	7. Parking locations	7. Concept details of site fixtures & equipment	7. Pipe sizes
	8. Loading dock location	8. Utility plans, elevations & details	8. Connection details
	9. Waste/recycling collection locations	9. Sanitary sewer flow calculations	9. Copy of local government review comments on utilities and modification in right(s)-of-way
	10. Walkway locations	11. Soil erosion and sedimentation control plan (for both construction and occupancy)	10. Photometrics of proposed site lighting
	11. Stairway locations	12. Calculation of site and disturbed areas	11. Protection requirements for construction, plantings that remain
	12. Emergency telephones	13. Dewatering plan	
	13. Utility requirements		
	14. Site utilities		
	15. Preliminary grading plan		
	16. Soil retention work, if needed		
	17. Storm water management plan		
	18. Preliminary site lighting layout		
	19. Plan to address existing hazardous / contaminated materials, if applicable		

Item	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS
Landscaping	1. Existing conditions	1. Planting plan	1. Existing tree protection
	2. Landscaping concept	2. Irrigation plan	2. Soil preparation & planting specifications
	3. Existing irrigation		3. Guying diagrams
			4. Piping diagrams
			5. Pipe sizes
			6. Landscape and irrigation details and legends
Structural	1. Structural scheme	1. Typical floor framing plan	1. Definition of control joints
	2. Written description	2. Framing plan(s) at unique features	2. Beam, column & slab schedules
	3. Preliminary grid layout	3. Main member sizing	3. Mechanical and electrical concrete house keeping pads
	4. Structure weigh (#/SF)	4. Structural sections	4. Foundation details
	5. Foundation Plan		5. Structural details
			6. Structural notes
			7. Calculations
Building Exterior Envelope	1. Typical elevations	1. All building elevations 2/dimensional heights	1. Roof-mounted equipment
	2. Fenestration layout	2. Typical wall sections	2. Roof details
	3. Material designations	3. Parapet & coping details	3. Exterior details
	4. Overall building cross-sections	4. Roof & drainage plan	4. Flashing details
	5. Roof layout	5. Exterior door details	5. Control joint definition details
	6. Energy code requirements	6. Typical window details	
		7. Details of unique features	
		8. expansion joint locations	
		9. Large scale building cross-sections	
Building Interior	1. Typical floor plans (min 1/16" scale) w/legends	1. All floor plans (min 1/16" scale)	1. Dimensioned floor plans
	2. Demolition	2. Enlarged plans at elevation changes (such as stairs)	2. Enlarged plans
	3. All room numbers/designators	3. Enlarged plans at toilet rooms	3. Partitioned details
	4. Area use identification & area in square feet	4. Reflected ceiling plans	4. Interior details
	5. Mechanical, electrical & other service closets & rooms	5. Wall types, fire ratings, smoke control zones	5. Interior elevations
	6. Circulation paths / Exiting Plan	6. Plan to address existing hazardous materials, if applicable	6. Finish schedules
	7. Area tabulation compared to program requirements	7. Fixed seating	7. Door & hardware schedules
	8. Preliminary layout of major spaces w/fixed equipment	8. Defined seating, serving & kitchen facilities	8. Room signage
	9. Areas of upgraded finishes	9. Equipment & furniture layouts	9. Schedule of proposed movable equipment that is NOT indicated on documents (for reference)
	10. Narrative of typical finishes	10. Important interior elevations	10. Equipment plans with equipment designations
		11. Details of unique features	
		12. Details of fixed equipment	
		13. Preliminary finish schedule	
		14. Preliminary door schedule	
		15. Information signage	
		16. All room numbers	

Item	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS
Elevator	1. Elevator location(s)	1. Elevator shaft section	1. Dimensioned plans
	2. Equipment room locations(s)	2. Equipment description	2. Sections & details of hydraulic cylinder, if applicable
			3. Description of shaft sump pit(s)
			4. Elevator car & equipment support details
			5. Description of controls & fixtures
			6. Door & frame details
			7. Interior details including lighting
HVAC	1. Identify all systems	1. Updated design criteria for each mechanical system (including any room T&H specs, NC levels, etc.)	1. One line flow diagrams for all mechanical systems: chilled water, etc.
	2. One-line flow diagrams	2. One-line diagrams and other materials as required to describe the fundamental design concept for all mechanical systems	2. Floor plans with all components and required service access areas drawn to actual scale: and on the plans, indicate duct sizes and airflow quantities relative to each room, including CFM in and out of all doors. Indicate location of control panels.
	3. Exterior equipment locations	3. Indication of the amount of redundancy for all majored pieces of mechanical equipment, e.g. "two pumps 100% capacity each"	3. Control valves and volume control boxes (note that each is to be identified by a unique number assigned by the engineer). Provide a schedule that indicates the control sequence that applies to each room (room#, room descriptor, control sequence #).
	4. Air intake & discharge locations	4. Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and, duct mains	4. Detailed floor plans of mechanical rooms w/all components and required service access areas drawn to actual scale
	5. Mechanical legend	5. Plans indicating shaft, chase, recess requirements	5. Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas.
	6. Energy code requirements	6. Equipment schedules (major equipment)	6. Connection to fire alarm & building control system
	7. System narrative including schedules of major equipment	7. Equipment locations (with enlarged mechanical plan(s))	7. Equipment details, including structural support requirements
		8. Control diagrams (concept form) for all mechanical and plumbing systems	8. Penetration details
		9. Description of major sequences of operation	9. Installation details
		10. Central automation operation	10. Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system.
		12. Preliminary calculations	11. Detailed sequences of operation
		13. Indicate major pipe runs and sizes	12. Design calculations

Item	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS
Plumbing & Piping	1. Main water supply	1. Updated design criteria for each plumbing system (including set points, water quality levels, etc.)	1. Water riser diagram, including assumed fixture counts per floor connection
	2. Restroom location(s)	2. One-line diagrams, etc. that describe the fundamental design concept for all plumbing systems	2. Waste and vent riser diagrams including assumed fixture counts per floor connection
	3. Plumbing legend	3. Piping plans (domestic & process) with indication of required service access areas. Indicate pipe sizing for mains & risers	3. Radiation riser diagram
	4. System narrative	4. Water header diagram	4. Central cooling water riser diagram
		5. Central cooling water header diagram	5. Chilled water riser diagram
		6. Steam header diagram	6. Riser diagrams of other plumbing systems, such as natural gas and pure water
		7. Steam metering concept	7. Foundation drains
			8. Pipe sizes
			9. Typical plumbing details including structural support requirements
			10. Water heating piping detail
			11. Coil piping detail
			12. Convectector piping detail
			13. Penetration details
			14. Design calculations
Fire Protection	1. Report documenting adequacy of utility	1. Riser diagram	1. Fire protection service entrance details
	2. connection to utility	2. One-line layout	2. Fire protection plans (including header and riser layout) with indication of any required service access areas
	3. Location of sprinkler valve	3. Fire pump sizing calculations	3. Pipe sizes
	4. Sprinkler legend		4. Typical sprinkler installation details, including structural support requirements
	5. Optional Fire Protection systems		5. Penetration details
	6. System narrative		6. Design calculations
Lighting		1. Typical lighting plans	1. Lighting plans, including control devices , switching and circuiting
		2. Fixture/switching layout	2. Control diagrams
		3. Fixture types & schedule	3. Installation details, including structural support requirements
		4. General light fixture descriptions	4. Design calculations
		5. Light level calculations	5. General notes on conduit and wire sizes for all lighting branch circuits
		6. Energy code requirements	

Item	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS
Electric Power Distribution	1. One-line diagrams	1. Normal power riser diagram with circuit breaker & fuse sizes	1. Load summary
	2. Electrical vault locations	2. Emergency power riser diagram with circuit breaker & fuse sizes	2. Panel schedules
	3. Exterior equipment locations	3. Grounding riser diagrams	3. Details of power service to building
	4. Electric closet(s) locations(s)	4. List of equipment on emergency power	4. Power plans, including power cable trays, electrical loads, special and duplex receptacles, and, circuiting
	5. Electric legend	5. Emergency generator layout	5. Plans and details of emergency power generations system and controls
	6. System narrative including sizing of major equipment	6. Equipment layout/sizes, e/receptacles	6. Connection to other building systems including fire alarm & HVAC systems
		7. Panel locations/schedules	7. Details of special terminal devices
		8. Load estimates	8. Conduit and wire sizes for services, feeders, and, special branch circuits
		9. Plan for temporary power during construction	9. General notes on conduit and wire sizes for 20 amp single phase branch circuits
			10. Grounding details
			11. MCC details
			12. Penetration details
			13. Design calculations
FireAlarm	1. Panel locations	1. Riser diagram	1. Indication of connection to electrical, HVAC & FCC
	2. Fire Command Center location	2. Fire alarm zones	2. Connection details
		3. Smoke zones	
		4. Device locations	
Communications	1. Building distribution	1. Riser diagrams	1. Communications plans that indicate the location of all voice, data, video & other special systems outlets
	2. Frame closet locations & size	2. Voice/data utility outlet locations	2. Details of telecommunications service to building
	3. Cable tray locations	3. Conduit and cable tray plans	3. Backboard layout & connection diagrams
	4. List of Owner preferred vendors	4. Material cut-sheets	4. Cable schedule
		5. Description of audio/visual systems	5. Connection details
		6. Description of paging and other special systems	6. Structural support requirements
		7. Equipment locations (indicate hangers, cabinets & connection boxes)	7. Equipment list
		8. IT and low voltage system descriptions, apparatus and equipment locations, and, specifications	8. Riser diagram(s)
			9. IT system plans, network and cabling plans, network electronics, drops, etc.
Security	1. Preliminary security narrative identifying major areas to be secured	1. General security / CCTV system description	1. Riser diagrams
		2. General description of card access system	2. Equipment closet layout & elevations
		3. Security system riser diagrams	3. Concealed and exposed raceways
		4. Security equipment locations	4. Installation details
		5. Card access equipment closet layout & elevations	

Item		SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS
Food Service		1. Identify elements such as walls, counters, and key pieces of equipment.	1. Incorporate all pieces of the equipment into the design drawings including any key elevations.	1. Provide completed and coordinated drawings accounting for all MEP services.
		2. Evaluate existing equipment for re-use.	2. Provide complete equipment schedule with cut-sheets.	2. Complete equipment layout and elevations.
Other Graphics		1. Rendering(s), models, or other graphics as necessary to clearly present concept		

ATTACHMENT C: Fee Proposal

Proposals must be received no later than: **Thursday, November 21, 2024 at 10:00am EST. Respondents must use this page as "Criteria 4: Financial Proposal" in their RFP response.**

RFP Total Proposal Amount:

Phase	Scheduled Value
Schematic Design	\$
Design Development	\$
Construction Documents	\$
Contract Administration	\$
Design Phase Reimb.	\$
Const. Phase Reimb.	\$
Total	\$

Respondents must complete the Fee Proposal Worksheet and the Fee Proposal Labor Rate Schedule on the following pages and include with submission.

The undersigned Bidder states that this proposal is made in conformity with the RFP and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the RFP, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

Company Name:
Signature:
Name:
Title:
Date:

Fee Proposal Worksheet (Based on Construction Cost \$24 Million)

General Discipline	Check One		Consultant Name	%	TOTAL COST (\$)
	In-House	Consultant			
Civil Engineering					
Architectural Design					
Interior Design					
MEP and Fire Protection Engineering					
Landscape Design					
Security Design					
FF&E Design					
Food Service					
Pool Consultant					
Other					
Other					
Other					
Other					
Total Design Fees (A)					

Design Phase Reimbursables	QTY.	UNIT	UNIT PRICE	TOTAL COST
Item				
item				
item				
Subtotal Design Phase Reimbursables				
Construction Phase Reimbursables	QTY.	UNIT	UNIT PRICE	TOTAL COST
item				
item				
item				
Subtotal Construction Phase Reimbursables				
Total Reimbursables (B)				

Total Proposal Amount (A+B) Transfer to cover page		
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Fee Proposal Labor Rate Schedule

Overview: The rate schedule is effective throughout the term of the Agreement. Rates do not include allowable reimbursables. Proposers shall insert the roles and / or job title for additional services requested and the billable hourly rate in the table below. Include rates for consultants as required.

Job Title	Short Job Description	Billing Rate

**ATTACHMENT D:
Birmingham Senior/Recreation Center Final Design and
Construction Plan Preparation Agreement**

DRAFT



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STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL



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Blue Boxes: Instructions for fields that may or may not be required for a complete contract.
Green Boxes: Provide general instructions or ConsensusDocs Coalition Guidebook comments, which can be found at www.ConsensusDocs.org/guidebook.

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ConsensusDocs® 240
STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

TABLE OF ARTICLES

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ARTICLE 1 AGREEMENT

This Agreement is made this [] Day of [] in the year [], by and between the

OWNER, []

and the

DESIGN PROFESSIONAL, []

Tax identification number (TIN) []

License Identification for the state of the Project []

for services in connection with the following

PROJECT []

ARTICLE 2 GENERAL PROVISIONS

2.1 STANDARD OF CARE Design Professional shall furnish or provide the architectural and engineering Services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project, which are attached as Exhibit A. The Services shall include Basic Services plus any Additional Services as may be authorized by Owner. Services shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Services are provided.

2.2 RELATIONSHIP OF THE PARTIES Design Professional will cooperate and exercise the skill and judgment required above in performing Services. Design Professional represents that it possesses the skill, expertise, and licensing to perform the Services. The Parties each agree to work together in good



faith and fair dealings, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient, and economical manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.2.1 All communication between the Owner and Design Professional shall be through the Owner's Representative (if applicable). The Owner's Representative shall provide overall project administration, management, and coordination of the Project on the Owner's behalf. The Owner's Representative shall not be responsible for the design and engineering of the Project.

2.3 Neither Design Professional nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement or authorized in writing by Owner.

2.4 ETHICS The Parties shall each perform their obligations with integrity, so that, at a minimum each: (a) avoids conflicts of interest; and (b) promptly discloses to the other Party any conflicts of interest which may arise. Each party warrants to the other Party that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subconsultants, or others for whom they may be liable, to secure preferential treatment.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 240, Standard Agreement Between Owner and Design Professional, as modified, and exhibits and attachments made part of this Agreement upon its execution.

2.5.1.1 The following exhibits are part of this Agreement:

EXHIBIT A: Project and Worksite information, including Owner's Program, other relevant data defining the Project, and information as set forth in §4.1.1 dated [____], [____] pages.

EXHIBIT B: Direct Personnel Expense Rates, dated [____], [____] pages.

EXHIBIT C: Key Project Personnel, dated [____], [____] pages.

EXHIBIT D: Reimbursable Expenses, dated [____], [____] pages.

EXHIBIT E: Schedule of Worksite visits, dated [____], [____] pages.

EXHIBIT F: Services related to Basic Services.

EXHIBIT G: Other Additional Services.

2.5.2 "Business Days" are all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 "Constructor" means the person or entity retained by Owner to perform Work for the Project and includes Constructor's Representative.

2.5.4 "Consultant" is a person or entity that contracts with Design Professional to provide professional architectural, engineering, or other consulting services for this Project.

2.5.5 "Cost of Construction" means Owner's total cost of Project components. In the event the Project is not completed, Cost of Construction shall mean the final approved estimated cost of Project components.



2.5.6 "Day" means a calendar day.

2.5.7 "Design Professional" is the person or entity identified in ARTICLE 1 and includes Design Professional's representative.

2.5.8 A "Hazardous Material" is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up.

2.5.9 "Laws" mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Services and with which Design Professional must comply that are enacted as of the Agreement date.

2.5.10 "Others" mean other contractors, suppliers, and persons at the Worksite who are not employed by Constructor or Subcontractors.

2.5.11 "Owner" is the person or entity identified in ARTICLE 1 and includes Owner's representative and Owner's Representative consultant.

2.5.12 "Owner's Program" means an initial description of Owner's objectives that shall include budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.5.13 "Parties" mean Owner and Design Professional collectively.

2.5.14 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements to be designed by Design Professional for which Constructor is to perform Work under the agreement between Owner and Constructor. It may also include construction by Owner, or Others.

2.5.15 The "Schedule of the Work" is the document prepared by Constructor that specifies the dates on which Constructor plans to begin and complete various parts of the Work, and the Project, including dates on which information and approvals are required from Owner.

2.5.16 "Services" mean the services provided by Design Professional or by consultants retained by Design Professional for the Project, including coordination of design services of subcontractors who may be procured by Constructor or Subcontractors. The Services include basic services and Additional Services as may be authorized by Owner.

2.5.17 A "Subcontractor" is a person or entity retained by Constructor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.18 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's Work.

2.5.19 "Work" means the construction and services necessary or incidental to fulfill Constructor's obligations for the Project in conformance with the agreement between Owner and Constructor.

2.5.20 "Worksite" means the geographical area of the Project location as identified in ARTICLE 1 where the Work is to be performed.



ARTICLE 3 DESIGN PROFESSIONAL'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 PROJECT REQUIREMENTS Design Professional, in order to determine the requirements of the Services, shall conduct a preliminary evaluation of the information set forth in Exhibit A. Design Professional shall confirm its understanding of such requirements with Owner and shall assist Owner to refine or make clarifications to Owner's Program for the Project.

3.1.2 Design Professional shall not proceed with the development of successive design documents until receiving written approval from Owner. Design Professional shall promptly revise without additional compensation:

3.1.2.1 those documents which have not been previously approved by Owner and to which Owner has reasonable objections;

3.1.2.2 those documents identified by Constructor and reasonably accepted by Owner as presenting constructability problems; and

3.1.2.3 those documents needing revisions to reflect clarifications and assumptions and allowances on which a guaranteed maximum price is based. To the extent that any design documents approved by Owner deviate from the requirements of Owner's Program, the approved design documents shall govern.

3.1.3 Design Professional shall have reasonable access to the Worksite at all times.

3.1.4 Design Professional shall assist Owner with filing required documents with governmental authorities having jurisdiction over the Project, including filing documents required to obtain permits necessary for construction of the Project.

3.1.5 Design Professional shall not be responsible for the acts or omissions of Owner, Constructor, and Subcontractors, and their respective agents or employees, or any other persons or entities performing work on the Project who are not under the direct control or authority of Design Professional.

3.2 BASIC SERVICES Design Professional's Basic Services consist of any Services provided pursuant to §3.1 and §3.2 Design Professional shall identify in Exhibit F: (a) other Services included in Basic Services; (b) the specific design disciplines included in Basic Services; (c) those portions of the Project design to be furnished by Owner, Constructor, or Others; and (d) design services that are required to comply with elected green measures and green status identified in Owner's Program. If additional services are required (*i.e.*, serving as a green building facilitator), such services shall be included as Additional Services. Documents generated by Design Professional shall be in a format consistent with Owner's articulated intended use. If applicable, BIM use shall be governed by the ConsensusDocs 301 BIM Addendum or a separate addendum: If professional design services are to be furnished by Owner, Constructor, or Others, Design Professional shall indicate all performance and design criteria to be satisfied in accordance with Owner's Program, and Owner, Constructor, or Others shall not be responsible for the adequacy of such performance and design criteria. Whenever a license is required, Design services furnished by a party other than Design Professional shall be obtained from licensed design professionals, who shall affix their signature and seal on all drawings, specifications, calculations,



and submittals prepared by them, and Design Professional shall be entitled to rely upon the adequacy, accuracy, and completeness of such design services.

3.2.1 COST ESTIMATES Except when estimates are the responsibility of Constructor retained to provide preconstruction services as part of the Work, Design Professional shall prepare for Owner's review and approval (a) a preliminary estimate of the Cost of Construction utilizing area, volume, or similar conceptual estimating techniques and based upon Owner's Program and other relevant information in Exhibit A, and (b) updated estimates of the Cost of Construction at the completion of the Schematic Design Documents, the Design Development Documents, and the Construction Documents, except when construction commences before the completion of such documents. If at any time Design Professional's estimate exceeds Owner's previously approved estimate, Design Professional shall make recommendations to Owner describing ways to proceed within Owner's budget described in Owner's Program for Owner's written approval.

3.2.2 PROJECT SCHEDULE Design Professional shall prepare for Owner's review and approval a preliminary Project schedule that shall show the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner's Program. The Project schedule shall be updated for Owner's review and approval at the completion of Schematic Design Documents, Design Development Documents, and Construction Documents, except when construction commences before the completion of such Documents. If Constructor has been retained to provide preconstruction services as part of the Work, Design Professional shall coordinate and update the Project Schedule with the Schedule of the Work prepared by Constructor. Design Professional shall make appropriate recommendations if any Project Schedule shows a deviation from previously approved Project Schedules.

3.2.3 SCHEMATIC DESIGN DOCUMENTS Based on Owner's Program, including any approved refinements or clarifications, Design Professional shall prepare, for Owner's review and approval, Schematic Design Documents consisting of drawings, outline specifications, and other documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. Schematic Design Documents shall include, as applicable, conceptual plans of the site and structures; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. Unless documents are required to be transmitted in electronic form, two printed sets and one reproducible set of Schematic Design Documents shall be provided to Owner. When Design Professional submits the Schematic Design Documents, Design Professional shall identify in writing for Owner's approval all material changes and deviations that have taken place from Design Professional's approved preliminary estimate of the Cost of Construction and Project Schedule.

3.2.4 DESIGN DEVELOPMENT DOCUMENTS Based on the approved Schematic Design Documents and the updated estimate of the Cost of Construction and Project Schedule, Design Professional shall prepare, for Owner's review and approval, Design Development Documents. The Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size, character, and site relationships, and other appropriate elements describing the structural, architectural, mechanical, and electrical systems. Design Development Documents shall include, as applicable, plans, sections, and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When Design Professional submits Design Development Documents, Design Professional shall identify in writing for Owner's approval all material changes and deviations that have taken place from the Schematic Design Documents and the previously approved estimate of the Cost of Construction and Project Schedule. If requested by Owner, Design Professional shall prepare alternate bid documents.



Unless documents are required to be transmitted in electronic form, two printed sets and one reproducible set of Design Development Documents shall be provided to Owner.

3.2.5 CONSTRUCTION DOCUMENTS Based on the approved Design Development Documents and updated estimate of the Cost of Construction and Project Schedule, Design Professional shall prepare, for Owner's review and approval and the approval of governmental authorities, Construction Documents, including any revisions necessary to secure such approvals, setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and specifications that comply with Laws. When Design Professional submits the Construction Documents, Design Professional shall identify in writing for Owner's approval all material changes and deviations that have taken place from the Design Development Documents and the previously approved estimate of the Cost of Construction and Project Schedule. The Construction Documents shall describe all work necessary to bid and construct the Project. Unless documents are required to be transmitted in electronic form, two printed sets and one reproducible set of the Construction Documents shall be provided to Owner.

3.2.6 DESIGN COORDINATION Design Professional shall coordinate the services of all design consultants for the Project, who are or will be: [____]. Design Professional shall promptly report any known errors or omissions to Owner. However, unless retained by Design Professional or a Consultant, Design Professional does not assume an affirmative responsibility to detect errors, omissions, or inconsistencies in a design consultant's services.

3.2.7 BIDDING OR NEGOTIATION ASSISTANCE Design Professional shall assist Owner in obtaining bids or negotiated proposals from contractors by providing up to six (6) sets of drawings, specifications, and any addendum, attending pre-bid and pre-award meetings, clarifying the scope and intent of the Construction Documents, and, if appropriate, evaluating proposed subcontractors and suppliers for portions of the Work. Design Professional shall issue any required addenda or clarifications promptly in writing.

3.2.7.1 If the lowest bona fide bid or negotiated proposal exceeds the final approved estimate of the Cost of Construction, and Owner, in its sole discretion, elects not to accept such bid or proposal or elects to rebid or renegotiate the Project, Design Professional, without additional compensation, shall work with Owner to make the necessary modifications to the Construction Documents to reduce the Cost of Construction to an amount less than or equal to the final approved estimate of the Cost of Construction. This subsection shall not apply if estimates are prepared by or are the responsibility of Constructor or Others.

3.2.8 CONSTRUCTION PHASE SERVICES The Construction Phase will commence upon the issuance of a written notice from Owner to the Constructor to proceed with the Work, with contemporaneous notification to Design Professional. Design Professional shall (a) review and advise Owner as to the accuracy and sufficiency of the schedule of values submitted by Constructor for the Work, (b) coordinate the Project Schedule with the Schedule of the Work submitted by Constructor and approved by Owner, (c) prepare design documents in connection with change orders, (d) respond to Constructor requests for information, and (e) prepare alternate bid documents after completion of schematic design documents. Design Professional shall furnish to Owner and, if directed, to Constructor interpretations and clarifications of the drawings and specifications, by means of additional drawings, addenda, or otherwise, as are necessary for the proper execution and progress of the Work. All such interpretations and clarifications shall be consistent with the intent of the Construction Documents and reasonably inferable from them.



3.2.8.1 SUBMITTALS Design Professional shall review Constructor's submittals, including shop drawings, product data, and samples, and make approvals of or recommendations about such submittals to Owner within ten (10) Business Days of receiving the submittals from Constructor, unless mutually agreed otherwise by Design Professional, Constructor, and Owner. Design Professional shall check Constructor's submittals for conformance with the design and the scope of the Project and for compliance with the Construction Documents. Design Professional's review shall not extend to Constructor's means, methods, techniques, sequences, or procedures, unless such means, methods, techniques, sequences, or procedures have been specified by Owner or Design Professional.

3.2.8.2 Design Professional shall assist Owner in the evaluation and processing of requests for changes in the Work. Based on its evaluation, Design Professional shall make appropriate recommendations to Owner.

3.2.8.3 Design Professional shall visit the Worksite at appropriate intervals, but not less than bi-monthly or pursuant to such schedule as the Parties may establish by attachment of Exhibit E to this Agreement, to become generally familiar with the quality of the Work and to determine in general if the Work is proceeding in accordance with the Construction Documents. After each Worksite visit, Design Professional shall promptly provide Owner with a written report. If Design Professional becomes aware of any defects or deficiencies in the Work, or failure of the Work to progress in conformity with the Schedule of the Work, Design Professional shall provide prompt notice, followed by written confirmation, to Owner. If, in Design Professional's opinion, special testing or inspection of the Work is needed, Design Professional shall recommend to Owner such testing or inspection procedures and appropriate consultants. Design Professional shall not be responsible for construction means, methods, techniques, sequences, and procedures, unless they are specified by Design Professional, or for ensuring that the Work is in accordance with the Construction Documents.

3.2.8.4 SAFETY Design Professional shall not be responsible for Constructor's safety precautions and programs. However, if Design Professional has actual knowledge of safety violations, Design Professional shall give prompt written notice to Owner.

3.2.8.5 Design Professional shall attend weekly virtual or in person meetings with Owner and Constructor upon reasonable request of Owner.

3.2.8.6 Design Professional shall assist Owner in conducting up to Three (3) inspections to determine the date or dates of Constructor's Substantial Completion of the Work. Such assistance shall include compiling a list of items to be completed or corrected so that Owner may occupy or utilize the Work or a designated portion for its intended use, without unscheduled disruption.

3.2.8.7 Design Professional shall assist Owner in conducting up to Two (2) inspections to determine Constructor's final completion of the Work.

3.2.8.8 COMMISSIONING Design Professional shall assist with the implementation of formal commissioning.

3.2.8.9 If requested by Owner, Design Professional shall make up to two (2) visits to the Worksite during Constructor's one-year correction period to assist Owner in evaluating the need for any corrective measures.



3.2.8.10 Design Professional shall prepare record drawings from marked-up prints, drawings, or other documents that incorporated changes made during the Construction Phase.

3.2.9 HAZARDOUS MATERIAL To the extent not identified in this Agreement, if a Hazardous Material is discovered at the Worksite, Design Professional shall not be required to perform Services relating to or in the area of the Hazardous Material without written mutual agreement.

3.2.10 Except as otherwise provided in this Agreement, Design Professional hereby grants a license to use design and construction documents prepared by Design Professional to those retained by Owner or Constructor to perform construction services for the Project.

3.3 ADDITIONAL SERVICES The following Services shall be provided by Design Professional and paid for as Additional Services if they are authorized in advance by Owner in writing and are not included in Basic Services as set forth in §3.1 and §3.2: (REVIEW ADDITIONAL SERVICES LIST BELOW AND CONFIRM NOT PART OF EXPECTED BASIC SERVICES)

3.3.1 investigation of sources of financing, general business planning, and other information and documentation as may be required to establish the feasibility of the Project;

3.3.2 consultations, negotiations, and documentation supporting the procurement of Project financing;

3.3.3 assistance with the preparation of Owner's Program and planning surveys;

3.3.4 surveys, site evaluations, legal descriptions, and aerial photographs;

3.3.5 soils, subsurface, and environmental studies, reports, and investigations required for submission to governmental authorities or others having jurisdiction over the Project;

3.3.6 document reproduction exceeding the limits provided for under §3.2;

3.3.7 preparing measured drawings of existing conditions;

3.3.8 Design Professional will assist Owner in processing Constructor's applications for payment. Based on its on-site observations and other relevant information, Design Professional shall certify to Owner the amounts due Constructor and that the Work has progressed to the point indicated in the payment application based on the schedule of values submitted by Constructor. Design Professional's certification for payment shall not be a representation that Design Professional has: (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) reviewed construction means, methods, techniques, sequences, or procedures for Constructor's Work; (c) reviewed copies of requisitions received from Subcontractors and Material Suppliers and other data requested by Owner to substantiate Constructor's right to payment; or (d) ascertained how or for what purpose Constructor has used money previously paid. Design Professional shall be entitled to rely on Constructor's certification as to the application of moneys previously paid;

3.3.9 artistic renderings, models, and mockups of the Project or any part of the Project;

3.3.10 inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Project;



- 3.3.11 interior design and related services, including procurement and placement of furniture, furnishings, artwork, and decorations;
- 3.3.12 Other than as provided by §3.2.7.1, making revisions to the Schematic Design, Design Development, or Construction Documents after they have been approved by Owner, and which are due to causes beyond the control of Design Professional;
- 3.3.13 design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained or work to be performed by Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems, and other specialty systems which are not otherwise required by this Agreement;
- 3.3.14 estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss;
- 3.3.15 the premium portion of overtime work ordered by Owner other than that required by Design Professional to maintain the Project Schedule for causes that are the responsibility of Design Professional;
- 3.3.16 obtaining service contractors and training maintenance personnel; or assisting and consulting in the use of systems and equipment after the initial startup;
- 3.3.17 services for tenant or rental spaces which are not otherwise required by this Agreement;
- 3.3.18 except when Design Professional is a party to the proceeding, serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project;
- 3.3.19 Worksite visits in excess of the number of visits provided for in §§3.2.8.3, 3.2.8.7–3.2.8.9 or the number of visits in a schedule established by attachment to this Agreement;
- 3.3.20 attending meetings in excess of those provided for in §3.2.8.5;
- 3.3.21 providing Services relating to Hazardous Material discovered at the Worksite;
- 3.3.22 consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits;
- 3.3.23 out-of-town travel by Design Professional in connection with Services, except between Design Professional's office, Owner's office, and the Worksite;
- 3.3.24 services requested by Owner or required by the Work that are not normally part of generally accepted design and construction practice and not otherwise required by this Agreement;
- 3.3.25 acting as a Green Building Facilitator as identified in the ConsensusDocs 310 Green Building Addendum or separate addenda, which, at a minimum, shall address: (a) coordinating and facilitating the achievement of elected green measures and green status, such as achieving Leadership in Energy and Environmental Design "LEED" certification; (b) identifying, preparing, and submitting necessary documentation for elected green status; and (c) identifying project participants responsible to complete physical and procedural green measures;
- 3.3.26 furnishing services related to the suspension of construction work;



3.3.27 performing formal commissioning services; and

3.3.28 other additional services as agreed to by the Parties and identified in an attached exhibit.

3.4 QUALIFICATIONS Design Professional warrants and represents that Design Professional and its consultants are duly qualified, licensed, registered, and authorized by law to perform the Services under this Agreement.

3.5 CONSULTANTS Design Professional shall not engage the services of any consultant without first obtaining Owner's written approval, which approval shall not be unreasonably withheld. Such approval by Owner shall not be deemed to create any contractual relationship between Owner and any such consultant, except that Owner shall be considered the intended third-party beneficiary of the performance of their services. Except for the waivers required under §5.4 and §7.3.2, Design Professional shall not include any limits of liability in its agreements with any Consultants without the prior written approval of Owner. Design Professional shall bind its Consultants in the same manner as Design Professional is bound to Owner under this Agreement.

3.6 DESIGN PROFESSIONAL'S REPRESENTATIVE Design Professional's representative is [____], who shall possess full authority to receive and act on instructions from Owner, in accordance with this Agreement. If Design Professional changes its representative or the representative's authority, Design Professional shall immediately notify Owner in writing.

3.7 KEY PROJECT PERSONNEL The key Project personnel whom Design Professional shall assign and their anticipated time percentage each shall devote to Design Professional's Services shall be set forth in Exhibit C. Such personnel shall not be changed without the written approval of Owner, which approval shall not be unreasonably withheld.

3.8 FINANCIAL INFORMATION Prior to commencement of Services, and thereafter, Design Professional shall have the right, upon written request, to receive from Owner evidence of Owner's financial ability to pay for Design Professional's Services. Evidence of Owner's financial ability to pay for Services shall be a condition precedent to Design Professional commencing or continuing Services. Design Professional shall be notified prior to any material change in Owner's ability to pay for Services.

3.9 ROYALTIES, PENALTIES, AND COPYRIGHTS Design Professional shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design Professional and incorporated in the design or construction documents prepared by Design Professional. Design Professional warrants that it possesses the copyright or permission to use the copyright of materials, methods, or systems selected by Design Professional and incorporated in the design or construction documents prepared by Design Professional. Design Professional shall defend, indemnify, and hold Owner, Constructor, and Subcontractors harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

3.10 CONFIDENTIALITY Design Professional shall treat as confidential and not disclose to any third parties, except as necessary for the performance of this Agreement or as required by law, or use for its own benefit, any of Owner's confidential information, know-how, discoveries, production methods, and the like that are so identified in writing and disclosed to Design Professional or which Design Professional acquires in performing the Services required by this Agreement. Except for information that Owner obtains through ownership of the copyright, Owner shall treat as confidential information all design systems that may be disclosed to Owner in connection with the performance of this Agreement. Owner



and Design Professional shall each specify those items to be treated as confidential and shall mark them as "Confidential."

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER

4.1.1 To the extent Owner has obtained the information and services identified below, Owner shall provide them to Design Professional with reasonable promptness. Unless otherwise limited by Owner in writing, Design Professional shall be entitled to rely on the accuracy of such information and services:

4.1.1.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports, and investigations all in reasonable detail and as set forth in Exhibit A.;

4.1.1.2 inspection reports and testing services conducted during construction as required by law or as mutually agreed;

4.1.1.3 unless otherwise provided in this Agreement, documentation evidencing any necessary approvals, site plan review, rezoning, easements and assessments, fees, and charges required for the construction, use, occupancy, or renovation of permanent structures.

4.1.2 Owner shall promptly report to Design Professional errors, inconsistencies, and omissions it discovers in the Construction Documents; however, nothing in this subsection shall relieve Design Professional of responsibility for its own errors, inconsistencies, and omissions.

4.1.3 Approvals by Owner shall not be deemed to be an assumption of responsibility by Owner for any error, inconsistency, or omission in the drawings and specifications or other documents prepared by Design Professional, its employees, agents, or consultants. Owner shall provide all approvals required under this Agreement in a timely manner.

4.2 OWNER'S REPRESENTATIVE Owner's representative is [____]. The Representative shall be fully acquainted with the Project; agrees to furnish the information and services required of Owner pursuant to §4.1 in a timely manner; and shall have authority to bind Owner in matters requiring Owner's approval, authorization, or written notice, but may not change this ConsensusDocs 240, Standard Agreement Between Owner and Design Professional, as modified by the Parties. If Owner changes its representative or their authority, Owner shall immediately notify Design Professional in writing.

4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Owner shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems specifically required by Owner to be incorporated in the design and construction documents prepared by Design Professional. Owner warrants that it possesses the copyright or permission to use the copyright of materials, methods, or systems required by Owner to be incorporated in the design documents of Design Professional. Owner agrees to defend, indemnify, and hold Design Professional harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems required by Owner or used by Constructor but not required by Owner or Design Professional.

ARTICLE 5 TIME



5.1 TIME FOR SERVICES Time is of the essence. Design Professional shall provide the Services required by this Agreement in a timely manner and in conformance with the most recent Project Schedule approved by Owner. Design Professional's Fee as set forth in §6.1 is based on completion of Construction Documents no later than [] ([]) Days following execution of this Agreement. If completion of Construction Documents is not achieved within this time through no fault of Design Professional, Design Professional may seek an adjustment to its compensation and time for Services in accordance with this Agreement.

5.2 DELAYS BY DESIGN PROFESSIONAL If the progress or completion of the Project is delayed by reason of any error, inconsistency, or omission of Design Professional which violates its standard of care, Design Professional shall compensate Owner for and indemnify it against all damages that may accrue as a result of such delay, except as otherwise provided in §5.4. In addition, Design Professional shall provide Services at its own cost, including any overtime costs and expenses, required to make up time lost to Owner because of such delay. Owner shall provide prompt written notice to Design Professional of such delay after Owner first recognizes the delay.

5.3 DELAYS BY OWNER If Design Professional is delayed in the performance of its Services by any act or omission of Owner, or by changes ordered by Owner which are due to causes beyond Design Professional's control, or by a delay authorized by Owner pending dispute resolution, then the time allotted in the Project Schedule for Design Professional's Services shall be extended for the period of such delay or Owner shall authorize and approve Design Professional to work to make up such lost time. Design Professional may seek an equitable adjustment under this Agreement. Design Professional shall provide prompt written notice to Owner of such delay after Design Professional first recognizes such delay.

5.4 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

5.4.1 The Parties each waive claims against each other for consequential damages arising out of or relating to this Agreement, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, including but not limited to losses of use, profits, business, reputation, or financing, except for those specific items of damages excluded from this waiver, as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Design Professional agrees to waive damages including, but not limited to, loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. The following items of damages are excluded from this mutual waiver: None.

5.4.1.1 The provisions of this subsection shall also apply to the termination of this Agreement and shall survive such termination. The Parties shall each require similar waivers in contracts with their contractors and consultants retained for the Project.

ARTICLE 6 COMPENSATION AND PAYMENTS

6.1 COMPENSATION FOR BASIC SERVICES

6.1.1 For Basic Services as described in §3.1 and §3.2, Owner shall compensate Design Professional on the following basis, including applicable sales taxes (designate only one of the following options):



☐ Stipulated Fee. The amount of [] dollars (\$[]).

☐ Guaranteed Maximum Fee. The actual cost of the following:

- a. Design Professional's personnel at the rates listed in Exhibit B.
- b. Services of consultants and subcontractors are included in the Stipulated Fee.
- c. Reimbursable Expenses incurred in connection with Basic Services.

☒ Other basis of fee as follows: At the completion of the Design Development Documents Phase, a lump sum fee ("Fee") shall be established for all Basic Services under this Agreement, which Fee shall be [TBD]% of the estimated amount of the building construction costs. Until such lump sum Fee is established, payments for Basic Services shall be made as provided in Exhibit B attached hereto.

6.2 ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Design Professional shall be compensated for Additional Services as described in §3.3 on the following basis: Lump Sum.

6.2.2 Design Professional shall be compensated for the Reimbursable Expenses described in Exhibit B at their actual cost, unless otherwise provided in §6.1.1.

6.3 PAYMENTS

6.3.1 Design Professional shall submit to Owner for its approval monthly applications for payment for Basic and Additional Services and Reimbursable Expenses, if any, with reasonable supporting detail. Owner shall pay approved amounts no later than thirty (30) Days after Design Professional has submitted its applications for payment. No matter how computed in §6.1, payments for Basic Services either:

6.3.1.1 shall not exceed the following lump sum amounts for each Phase of Design Professional's Services:

Schematic Design Documents	[] dollars (\$[])
Design Development Documents	[] dollars (\$[])
Construction Documents	[] dollars (\$[])
Bidding or Negotiation Assistance	[] dollars (\$[])
Construction Phase	[] dollars (\$[])
TOTAL	[] dollars (\$[])

Upon receipt of payment from Owner, Design Professional shall promptly make payment to its Consultants as appropriate.

6.3.2 Prior to final payment to Design Professional, Design Professional shall furnish evidence satisfactory to Owner that there are no claims, obligations, or liens outstanding in connection with its



Services. Acceptance of final payment shall constitute a waiver of all claims by Design Professional for compensation for its Services.

6.3.3 Should there be any claim, obligation, or lien asserted before or after final payment is made that arises from Design Professional's Services, Design Professional shall reimburse Owner for any costs and expenses, including attorneys' fees, costs, and expenses, incurred by Owner in satisfying, discharging, or defending against any such claim, obligation, or lien, including any action brought or judgment recovered, provided Owner is making payments or has made payments to Design Professional in accordance with the terms of this Agreement.

6.3.4 Should Design Professional or its Consultants cause damage to the Project, or fail to perform or otherwise be in default under the terms of this Agreement, Owner shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect Owner from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

6.3.5 Design Professional's expense records shall be maintained in accordance with generally accepted accounting principles and shall be available to Owner at mutually convenient times for all Services to be compensated on the basis of actual cost.

6.3.6 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

6.3.7 If Owner disputes in good faith all or any portion of any application for payment, Owner shall notify the Design Professional within fifteen (15) days of receipt of the disputed application. In the event of a good faith dispute regarding payment due to Design Professional under this Agreement for fees and reimbursable expenses, the Owner shall pay the undisputed amount due and the Design Professional shall not suspend its services, withhold deliverables, or terminate the Agreement. Such payment shall not act as Owner's waiver of any claims that may be asserted against Design Professional for the performance of defective or deficient services.

ARTICLE 7 INDEMNITY AND INSURANCE

7.1 INDEMNITY

7.1.1 To the fullest extent permitted by law, Design Professional shall indemnify, defend, and hold harmless Owner, the Owner's Representative, and their affiliates, officers, directors, members, consultants, agents, and employees, Constructor, Subcontractors, and Others (the Indemnitees) from and against all claims, losses, damages, liabilities, including reasonable attorneys' fees, costs, and expenses, for bodily injury, sickness, or death, and property damage, that may arise from the performance of or the failure to perform Services under this Agreement, but only to the extent caused by the negligent acts or omissions of Design Professional, Design Professional's consultants or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Design Professional shall be entitled to reimbursement of any defense costs paid above Design Professional's percentage of liability for the underlying claim to the extent provided for under §7.1.2 immediately below.

7.1.2 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Design Professional, anyone directly or indirectly employed by Design Professional or anyone for



whose acts Design Professional may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design Professional under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

7.2 INSURANCE

7.2.1 Before commencing its Services and as a condition of payment, Design Professional shall purchase and maintain such insurance as will protect it from claims arising out of the performance of its Services under this Agreement, whether such Services are provided by Design Professional or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

7.2.2 Design Professional shall maintain in effect all insurance coverage required under this §7.2 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located and which are reasonably satisfactory to Owner:

7.2.2.1 Workers' Compensation and Employers' Liability Insurance in accordance with Laws and wherever Design Professional's Services are being performed. Employers' Liability coverage shall be written with at least the following limits of liability:

- a. \$1,000,000 bodily injury per accident
- b. \$1,000,000 bodily injury by disease policy limit
- c. \$1,000,000 bodily injury by disease per employee

7.2.2.2 Commercial General Liability Insurance, including contractual liability insurance for the liability assumed in §7.1.1, with at least the following limits of liability:

- a. \$2,000,000 per occurrence
- b. \$2,000,000 general aggregate
- c. \$2,000,000 products/completed operations aggregate
- d. \$2,000,000 personal and advertising injury limit

7.2.2.3 Business Automobile Liability Insurance \$1,000,000 per occurrence.

7.2.3 Design Professional shall require its consultants to maintain Business General Liability and Business Automobile Liability coverage with a company satisfactory to Owner and with limits acceptable to Owner.

7.2.4 PROFESSIONAL LIABILITY INSURANCE Design Professional shall maintain Professional Liability Insurance with a company satisfactory to Owner, whose approval shall not be unreasonably withheld, for claims arising from the negligent performance of Services under this Agreement, which shall be either (designate one only):

- ☐ Practice Policy
- ☒ Project Specific Coverage

written for not less than \$2,000,000 per claim and in the aggregate. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by Design Professional for this Project. If Project Specific Coverage is used, these requirements shall be



continued in effect for one (1) year(s) following final payment to Design Professional. The deductible shall be paid by Design Professional.

7.2.5 Consultants retained by Design Professional for this Project shall maintain Professional Liability Insurance with a company and for such amounts as are satisfactory to Owner for claims arising from the negligent performance of its Services, which shall be either (designate one only):

- ☐ Practice Policy
- ☒ Project Specific Coverage.

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all services performed by the consultants for this Project. If Project Specific Coverage is used, these requirements shall be continued in effect for one (1) year(s) following final payment to Design Professional. Deductibles shall be paid by Design Professional.

7.2.6 Design Professional shall furnish to Owner certificates of insurance evidencing the required coverages listed in this section and a copy of its Professional Liability policy. No policy shall be cancelled or modified without thirty (30) Days' prior written notice to Owner. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Design Professional and its Professional Liability insurance carrier shall notify Owner within thirty (30) Days of any claims made or loss expenses incurred against the Professional Liability policy. Owner shall have the right to notify directly Design Professional's Professional Liability insurance carrier of a claim against the policy. The Professional Liability policies shall be continued in effect for one (1) year(s) following final payment to Design Professional.

7.3 PROPERTY INSURANCE

7.3.1 Owner shall provide, or cause Constructor to provide, property insurance that names Design Professional and its consultants as named additional insureds. Owner shall furnish to Design Professional certificates of insurance evidencing such coverage.

7.3.2 WAIVER OF SUBROGATION The Parties each waive all rights against each other and Constructor, for loss or damage to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. Owner and Design Professional shall require similar waivers from all of their consultants retained for the Project.

ARTICLE 8 TERMINATION

8.1 TERMINATION BY EITHER PARTY Should either Party be in material breach of this Agreement, the other Party may give written notice to the breaching Party that it intends to terminate this Agreement for default absent appropriate corrective action upon seven (7) Days from receipt. Upon such time and absent appropriate corrective action, the non-breaching party may terminate this Agreement in writing.

8.2 TERMINATION BY OWNER FOR CONVENIENCE Upon seven (7) Days' written notice, Owner may, without cause, terminate this Agreement with Design Professional. If this Agreement is terminated pursuant to this section, Design Professional may recover from Owner: (a) payment for Services performed to the date of termination, in accordance with this Agreement; (b) any cost, or expense in connection with the Services, including those resulting from the termination, but not including lost profits on unperformed Services; and (c) a premium as set forth here []



ARTICLE 9 DISPUTE MITIGATION AND RESOLUTION

9.1 CONTINUANCE OF SERVICES AND PAYMENT Unless otherwise agreed in writing, Design Professional shall continue to perform its Services during any dispute mitigation or resolution proceeding. If Design Professional continues to perform, Owner shall continue to make payments in accordance with this Agreement for amounts not in dispute.

9.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

9.3 MITIGATION If the Parties select one of the dispute mitigation procedures provided in this section, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in §9.5. The Parties agree that the dispute mitigation procedure shall be:

- ☐ Project Neutral
- ☐ Dispute Review Board.

9.3.1 MITIGATION PROCEDURES As soon as practicable after the execution of this Agreement, the Project Neutral/Dispute Review Board ("Neutral/Board") shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Neutral's/Board's responsibilities. The costs and expenses of the Neutral/Board shall be shared equally by the Parties. The Neutral/Board shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral/Board to address matters in dispute between the Parties promptly and knowledgeably. The Neutral/Board shall issue nonbinding findings within five (5) Business Days of referral of the matter to the Neutral/Board, unless good cause is shown.

9.3.2 If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Neutral/Board fails to issue nonbinding findings within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §9.5.

9.4 MEDIATION If direct discussions pursuant to §9.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §9.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any



time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

9.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

9.5.1 ARBITRATION

☒ The Parties choose binding arbitration for any claim or dispute arising out of or relating to this Agreement. **EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW**, with or without a jury. Arbitration does not involve a judge or jury. Instead, an arbitrator with the power to award damages and other appropriate relief will decide claims and disputes. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction.

9.5.1.1 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

9.5.1.2 The arbitration shall use the following rules:

- ☒ the current AAA Construction Industry Arbitration Rules and AAA administration. AAA Construction Fast Track Rules shall apply to all two-party cases when neither Party's disclosed claim or counterclaim exceeds \$250,000. If arbitration is selected but no rules are selected, then this subsection shall apply by default;
- ☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
- ☐ the current arbitration rules of [_____] and administered by [_____].

9.5.2 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

9.5.3 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

9.6 MULTIPARTY PROCEEDINGS All parties necessary to resolve a claim agree to be parties to the same dispute resolution procedure, if possible. Appropriate provisions shall be included in all other contracts relating to the Project to provide for the joinder or consolidation of such dispute resolution procedures.



9.7 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Design Professional that Design Professional may have under lien laws.

ARTICLE 10 MISCELLANEOUS

10.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information ("Documents") prepared, provided, or procured by Design Professional or by consultants retained by Design Professional and distributed to Owner for this Project, upon making the final payment to Design Professional or in the event of termination under ARTICLE 8, upon payment for all sums due to Design Professional under ARTICLE 8. Owner's acquisition of the copyright shall be subject to Owner's making of all payments required by this Agreement.

10.1.1 COPYRIGHT The Parties agree that Owner ☒shall/ ☐shall not obtain ownership of the copyright of all Documents. Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by §10.1.

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with Design Professional.

10.1.2 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 8, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under §10.1.1, provided payment has been made pursuant to §10.1.

10.1.3 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Owner's use of the Documents without Design Professional's involvement or on other projects is at Owner's sole risk, except for Design Professional's indemnification obligations pursuant to §3.9, and Owner shall defend, indemnify, and hold harmless Design Professional and its consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such prohibited use.

10.1.4 DESIGN PROFESSIONAL'S USE OF DOCUMENTS Where Design Professional has transferred its copyright interest in the Documents under §10.1.1, Design Professional may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

10.1.5 Design Professional shall obtain from its consultants rights and rights of use that correspond to the rights given by Design Professional to Owner in this Agreement, and Design Professional shall provide evidence that such rights have been secured.

10.2 EXTENT OF AGREEMENT Except to the extent expressly provided in this Agreement, this Agreement represents the entire and integrated agreement between Owner and Design Professional and supersedes all prior negotiations, representations, and agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of Owner and Design Professional and not for the benefit of any third party.



10.3 DOCUMENTS IN ELECTRONIC FORM If Owner requires that Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, prior to any such exchange, Owner, Design Professional, and Constructor shall agree on a written protocol governing all exchanges, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, each Party shall bear its own costs for requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient. Notwithstanding other provisions in this Agreement, printed documents and sets shall not be required if such documents are required to be prepared and transmitted in electronic form.

10.4 ASSIGNMENT Except for an assignment of proceeds, neither Owner nor Design Professional shall assign its interest in this Agreement without the written consent of the other Party, except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Design Professional or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Design Professional than this Agreement. If such assignment occurs, Design Professional shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the contract documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

10.5 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

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

10.7 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for agreement termination, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

10.8 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any, 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, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

10.9 TITLES The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

10.10 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 shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER:

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____



DESIGN PROFESSIONAL: [_____]

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT.



ATTACHMENT E: Proposed Timeline

Phase 1: Needs Assessment	
2/12 - CC	Hired Consultants for Needs Assessment & Concept Plans
3/4 - CC	Creation of Ad Hoc Senior/Recreation Center Committee
3/18 - CC	Appointments to Ad Hoc Senior/Recreation Center Committee
3/20 - SCC	- Select Chair and Vice-Chair - Establish future meeting schedule - Review purpose of Ad Hoc Committee - Discuss duties of Ad Hoc Committee - Review draft Community Survey - Begin crafting vision, goals & objectives of project - Prepare draft project process and timeline
3/22 - Survey	Go live with Community Survey (through 4/26)
3/27 - SCC	- Finalize vision, goals and objectives of project - Finalize project process and timeline
4/3 - SCC	- Finalize project process and timeline - Discuss use and timing of owner's representative
4/8 - CC	- Appointment of City Commissioner to Ad Hoc Senior/Recreation Center Committee - Present vision, goals and objectives to City Commission for approval - Present project process and timeline to City Commission for approval
4/10 - SCC	YMCA facility tour (meeting to be held on site at 400 E. Lincoln)
4/17 - SCC	- Review findings of Programming Study - Review and finalize RFP for owner's representative
4/18 - Post RFP for OR	- Post RFP on MITN for owner's representative (due 5/10) - Finalize RFQ for architects to qualify for final design and construction plan preparation - Post RFQ on MITN for architects to qualify for final design and construction plan preparation (due 5/16) - Delivery of Needs Assessment Report
4/24 - SCC	
4/25 - Post RFQ for Architects	- Conduct community open house at YMCA (6-8pm) - Present findings of Community Survey
4/26 - Report	
4/29 - Open House	- Review community survey & open house public input - Review Needs Assessment Report
5/1 - SCC	Final review and recommendation of Needs Assessment Report to City Commission
5/8 - SCC	- Responses due from RFP for owner's representative - Review and evaluate proposals for owner's representative - Recommend preferred owner's representative to City Commission
5/10 - OR Responses	Responses due from RFQ for architects
5/15 - SCC	
5/16 - RFQ Responses	Needs Assessment Report presented to City Commission for approval
5/20 - CC	City Commission selects owner's representative

Phase 2: Concept Plans

5/22 - SCC	- Owner's representative attends first ad hoc meeting - Review responses from RFQ for architects
5/29 - SCC	Review draft RFP for final design and construction plan preparation
6/11 – Report (90%)	Delivery of Draft Report (90% complete)
6/12 - SCC	- Finalize RFP for final design and construction plan preparation - Discuss potential funding options
6/19 - SCC	Review Draft Report
6/21 – Concept Plans & Final Report	- Delivery of concept plan options - Delivery of Final Report
6/26 - SCC	- Evaluate concept plan options - Review Final Report
7/17 - SCC	Recommend preferred concept plan & Final Report to City Commission
7/29 - CC	- Preferred concept plan & Final Report presented to City Commission for approval - Discuss potential funding options
9/9 – CC	Workshop with Next/YMCA to further develop strategy for building use and city participation
10/23 -- SCC	RFP Draft review if needed
10/28 – CC	RFP approval and release for final design and construction plan preparation

Phase 3: Final Site Plan & Design Review, Preparation of Construction Plans

10/31	Post RFP for final design and construction plan preparation (due 11/21)
11/13 - SCC	Available if needed
11/21 – RFP Proposals	Final design and construction plan proposals due
11/27 - SCC	Review and evaluate architectural proposals received
12/9 – CC	- Recommend and/or interview architectural consultants at City Commission - Award consultant contract
12/11 - SCC	Begin design discussions with architectural consultants
12/18 – SCC	- Continue design discussion - Review draft RFP for Construction Manager (CM)
1/8/25 - SCC	- Continue design discussion - Post RFP for Construction Manager (due 2/8)
1/20/25 - CC	Approve Bond Language (May 2025 Vote)
1/22/25 - SCC	Continue design discussion
2/8/25	Construction Manager Proposals Due
2/11/25	Bond Language to County Deadline
2/19/25 - SCC	Review and Recommend CM firm to City Commission

2/24/25 - CC	Recommend and/or interview CM firms at City Commission
2/26/25 – SCC	Kickoff CM Firm for Schematic Design (SD) Budget
3/5/25 - SCC	Continue Schematic Design review
3/10/25 - CC	Present Schematic Design progress for review
3/26/25 -SCC	Review Schematic Design Budget
4/7/25 -CC	Schematic Design and Budget Estimate to Commission for review and comment
May 2025	Bond Vote
5/7/25 - SCC	Review City Commission comments with AE and CM, start Design Development (DD)
5/21/25 – SCC	Design Development review
6/4/25 – SCC	Continue DD review
6/18/25 - SCC	Continue DD review
7/2/25	DD Submit for Review, CM Prepare budget update
7/16/23 - SCC	Review DD Package
7/23/25 – SCC	Review DD Budget
7/28/25 – CC	Present Design Development and Budget to City Commission for comments
8/6/25 – SCC	Review Comments from CC with AE Kickoff CD phase
8/20/25 - SCC	- Continue CD review - Review proposed bid package from CM
9/24/25 - SCC	- Final Review Construction Documents for Bidding - CM updates Budget Estimate for CDs
10/13/25 – CC	Final review of CD and Budget for release of bidding
10/15/25	AE Issues Documents for Bidding

Phase 4: Construction & Construction Management

11/21/25	CM submits GMP from bidding
11/26/25 - SCC	Review of GMP and recommendation to City Commission
12/8/25 - CC	Present GMP to CC for Approval and Award
12/10/25 – 12/26(3/27)	12 – 15 months of Construction

October 8, 2024

Village of Beverly Hills Council

Village of Bingham Farms Council

Village of Franklin Council

Dear Fellow Councilmembers,

We are reaching out to you about the City of Birmingham's efforts to establish a permanent home for older adult/senior services and Next. Birmingham, Beverly Hills, Bingham Farms and Franklin are all communities serviced by the Birmingham Public Schools (BPS). Seeing the value in providing older adult/senior services, BPS has provided a home for Next at no cost for many years. Financial support for Next comes from each of our communities through an interlocal agreement (15% to 18% of Next's annual budget). Next funds the balance of their operations through fundraising, philanthropy and public/private grants.

This arrangement has allowed Next to flourish into becoming the primary provider of older adult services in our area and become the first resource our older adult population turns to for assistance and services. As the popularity and service offerings of Next continue to rise, each of our respective populations are also increasing in age. Next has clearly outgrown its shared facility with the BPS and BPS has other potential uses for that building that directly align with their educational mission (larger early childhood education center). Recognizing the importance of providing senior services to its residents, the Birmingham City Commission has prioritized finding a new home for Next.

The City of Birmingham recently (2023) acquired the Birmingham YMCA property (400 E. Lincoln Street, Birmingham) for this purpose, initially anticipating manageable renovation costs and the eventual exit of the YMCA three years later. However, subsequent professional assessments of the current building have revealed that the building cannot be feasibly renovated and the public would be better served with a new facility. Additionally, the YMCA has expressed a strong desire to remain long term and provide community based services. A new facility is now planned to house Next, the YMCA and support other community uses.

This situation has created a unique opportunity for collaboration amongst our four communities to work together to provide these services for all of our residents in a financially responsible manner. Under the current model, Next's home is supported by all four communities through their association with BPS. The City of Birmingham wants to maintain Next being open and available to all of its current stakeholders. The critical question to be addressed is how do we achieve equity in providing the necessary financial support that Next needs to continue to

operate? It is our belief that amending the current interlocal agreement that supports Next is essential for their future success. It is important that each community contribute equitably to the costs to operate Next and to provide senior services to our residents.

It is our hope that each of you will direct your respective administrators and legal counsels to work with our City staff and legal counsel to collaborate together to find an equitable solution. As stated earlier, we strongly believe that together, we can create a mutually beneficial community asset for all of our residents that would be far superior to any facility or operation provided if each of us was to act independently.

We hope you will direct your administration to work with ours on this most important issue.

Respectfully submitted,

The Birmingham City Commission



New Community Hub for Birmingham



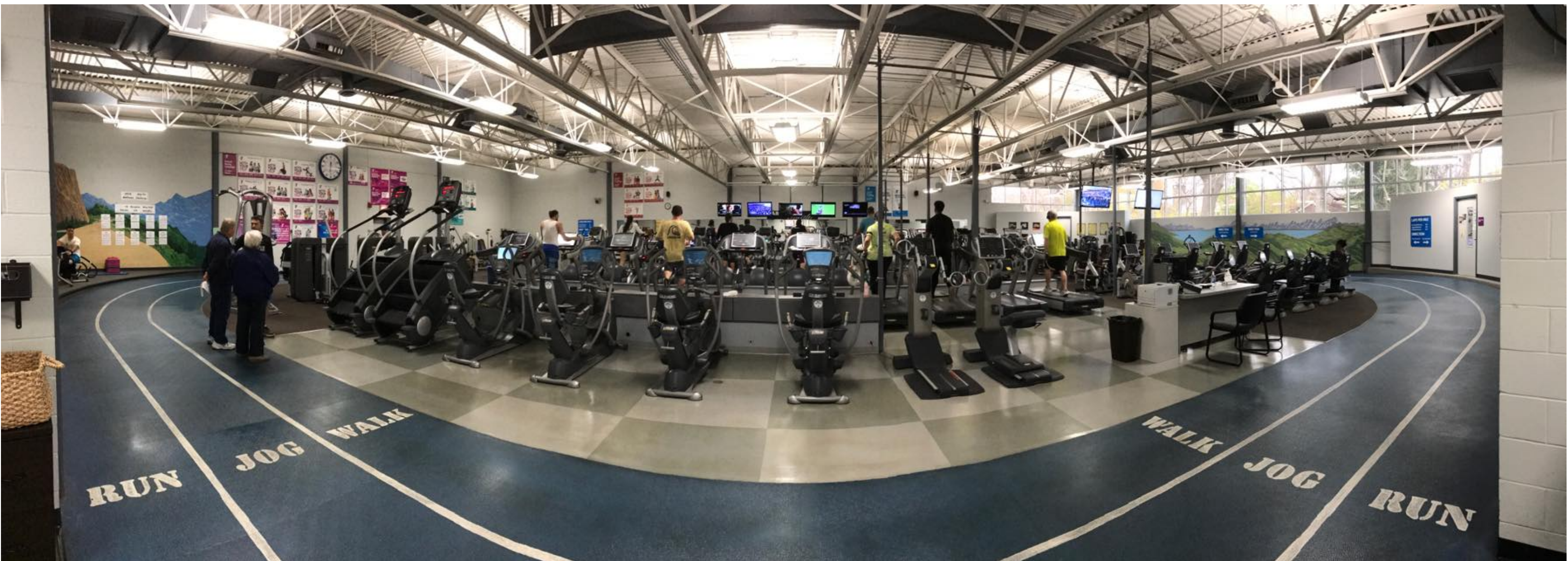
October 2024

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Precedents



WEST END Y M C A & DAVID E. ANDERSON S E N I O R C E N T E R **Willoughby, OH**

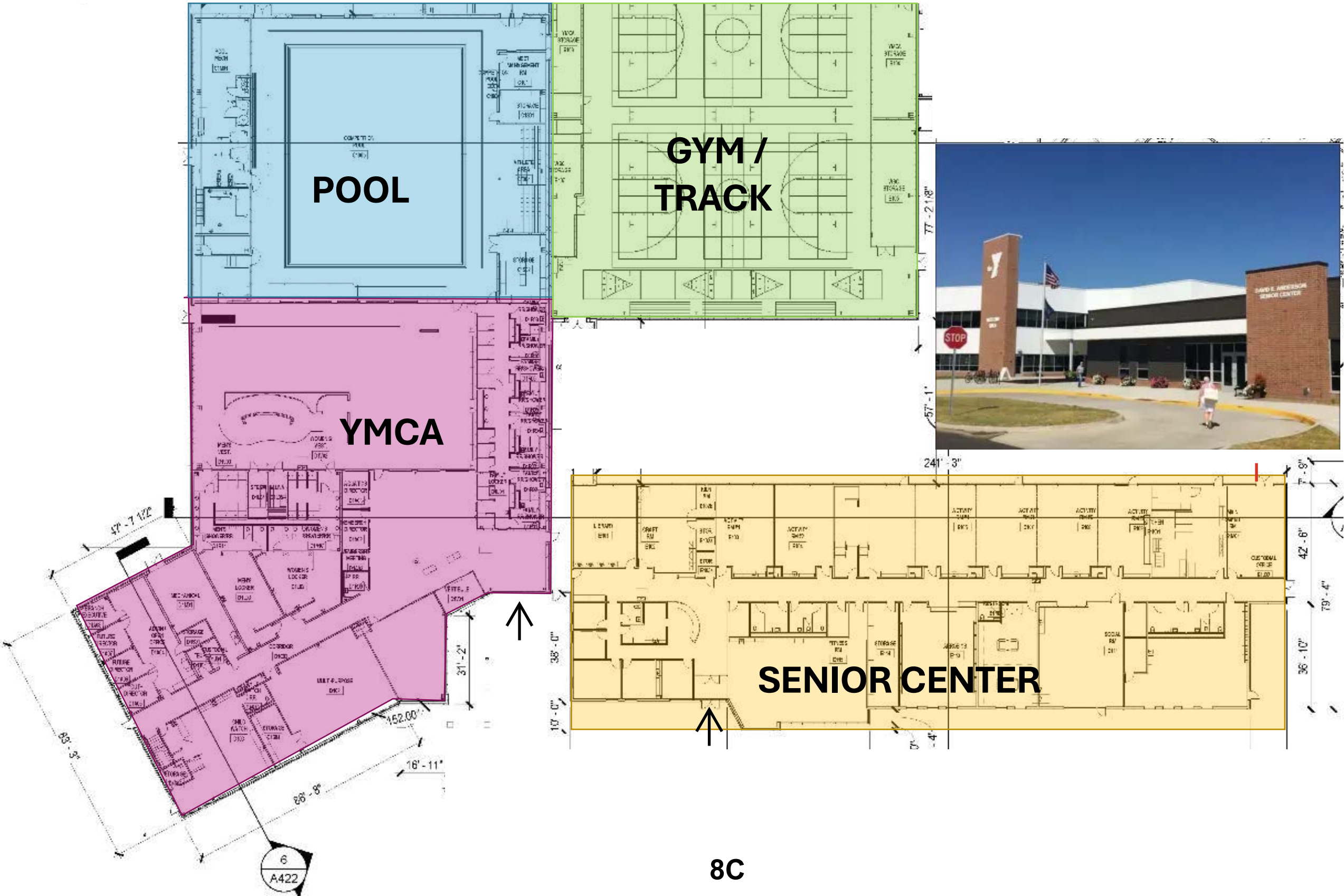
- 60,000 SF
- Opened 2019
- Partnership between County, Public Schools, and the YMCA
- Amenities include senior center, youth & family areas, gymnasium, indoor pool, locker rooms, indoor aquatic center, wellness center, and multipurpose studios



Lake County YMCA & Willoughby Senior Center

Willoughby OH

Willoughby OH



REF: CONTEMPORARY FACILITY IMAGERY

Facility Exteriors





New Community Hub for Birmingham

October 2024

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Contemporary Precedents



Woodson YMCA & The Landing Senior Center

Wausau WI



WOODSON YMCA & THE LANDING SENIOR CENTER

Wausau WI

- 15,000 SF Senior Center (The Landing)
- Opened in 2019
- Senior Center includes community and activity areas with pool tables, shuffleboard, gaming tables, and conversation areas with fireplaces
- Overall YMCA facility includes gymnasium w/ pickleball courts, wellness center, indoor walking/jogging track, and aquatics center



Perkins Family YMCA & Bay Hundred Senior Center

St Michaels MD



PERKINS FAMILY YMCA & BAY HUNDRED SENIOR CENTER

St. Michaels MD

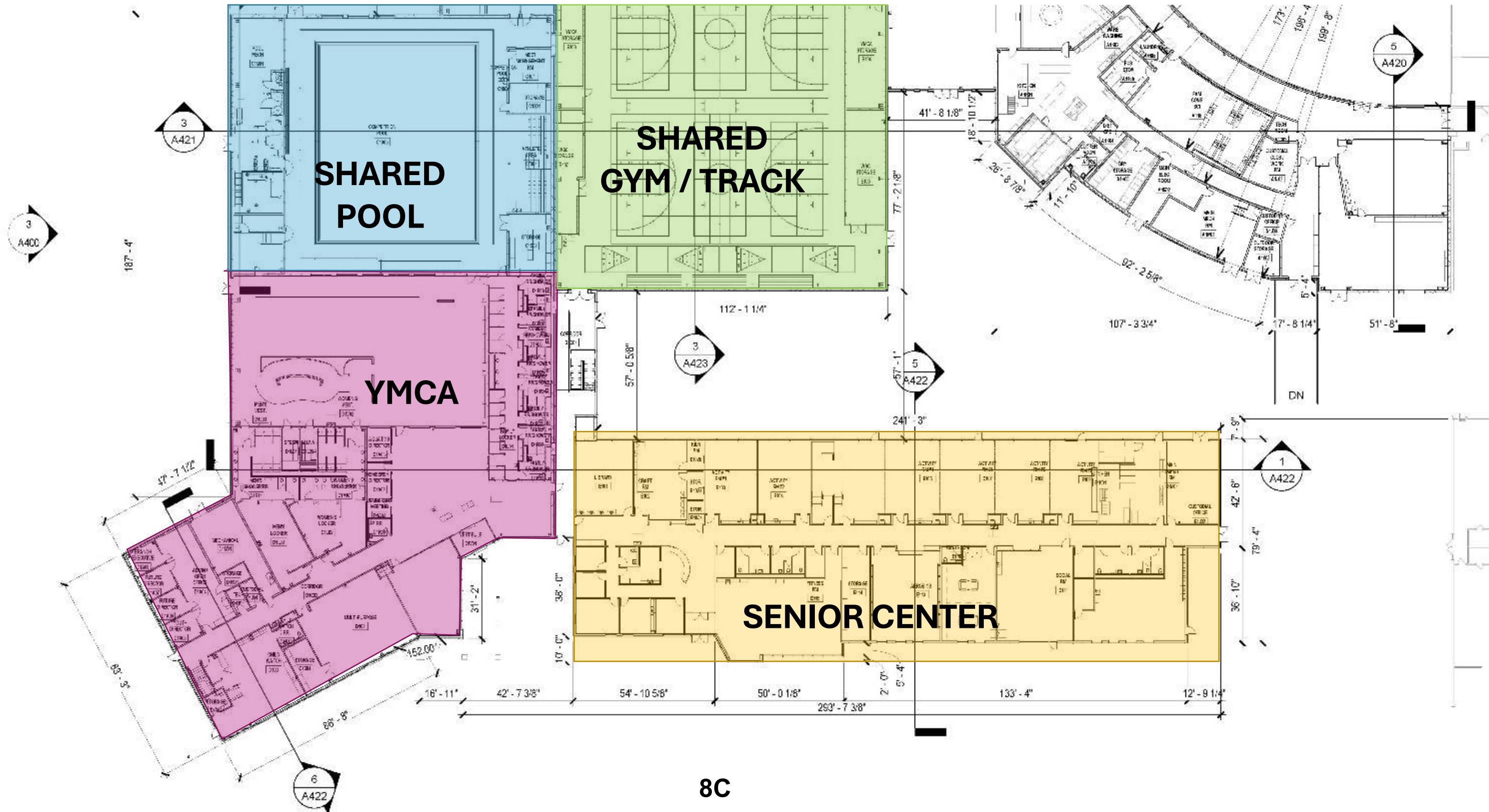
- 24,000 SF
- Opened 2019
- Partnership between County, County Public Schools, and the YMCA
- Amenities include senior center, youth & family areas, gymnasium, indoor pool, locker rooms, indoor aquatic center, wellness center, and multipurpose studios



Lake County YMCA & Willoughby Senior Center

Willoughby OH

Willoughby OH





DELAWARE COMMUNITY CENTER YMCA

DELAWARE

Delaware Community Center YMCA
Columbus OH



DELAWARE COMMUNITY CENTER YMCA

Columbus OH

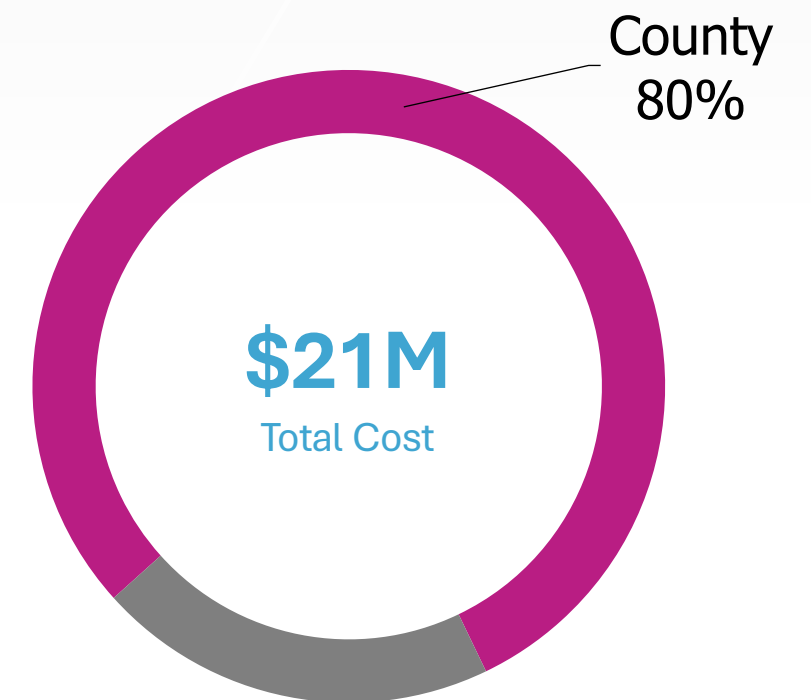
- › 60,000 SF full-facility recreation center
- › Opened in 2011
- › YMCA operates the municipality funded center
- › Funded through levee/bond
- › YMCA has long-term management agreement





NEW COUNTY YMCA **Easton MD**

- In planning
- 52,000 SF
- Partnership with County
- YMCA will serve as the recreation center for the county
- County will lease the land to the YMCA (99-year lease)
- YMCA will retain ownership of the facilities





Alex Bingham <abingham@bhamgov.org>

Senior/Community Center RFQ

1 message

Pam Graham <pamcracker@gmail.com>

Sat, Oct 19, 2024 at 11:17 PM

To: Alex Bingham <abingham@bhamgov.org>, tlonge@bhamgov.org, "along@bhamgov.org" <along@bhamgov.org>, bhost@bhamgov.org, ahaig@bhamgov.org, cballer@bhamgov.org, kschafer@bhamgov.org, Elaine McLain <emclain@bhamgov.org>

Dear Commissioners,

I am enthusiastic about the city's plans to hire an architect for the Senior/Community Center, but the current Request for Proposals (RFP) lacks a validated program. I expected that the AdHoc committee's public meetings would have publically evaluated and prioritized each of the requested spaces for the building. A clear program document would ideally outline details for each space, such as:

- User group(s)
- Number of users
- Required equipment or furniture
- Purpose and use of the room
- Frequency and duration of use (hours per week)
- Expected room dimensions

To better understand and prioritize the spaces, we should also address the following questions for each requested space:

1. What is the current space used at the YMCA/NEXT for this service?
2. What limitations exist in the current space?
3. What works well in the current space?
4. Are there alternative locations in the community if this space is not included in the new center?
5. Can this space be used for community programming?
6. Does this space offer opportunities to generate income?
7. How can the room be more flexible for multiple uses?
8. What maintenance or operating expenses are anticipated for this space?
9. How can the space be made more sustainable?
10. How can accessibility be improved?

So far, none of these programming considerations have been discussed in AdHoc public meetings. As a strong supporter of senior services, community services, parks, and recreation, I have participated in over 100 hours of meetings and discussions about the new center this year. However, I still do not understand how the proposed center will be used or why it is as large as it is. Without a clearly defined plan, I am concerned about the feasibility of hiring an architect to bring an unwritten vision to life. Similarly, Birmingham voters may find it difficult to support a concept that has not been clearly articulated.

I commend the commission for purchasing the YMCA property. Building a community/senior center here presents an incredible opportunity for Birmingham residents. However, constructing a facility that does not meet the community's needs poses significant risks, potentially burdening residents with operational costs for generations. We must take more care to define the building's purpose and provide greater transparency regarding its expected operating and maintenance costs.

Pam Graham
884 Knox St



Jana Ecker <jecker@bhamgov.org>

Re: Draft RFP with changes discussed at SCC meeting

1 message

Pam Graham <pamcracker@gmail.com>
To: Jana Ecker <Jecker@bhamgov.org>

Thu, Oct 17, 2024 at 11:33 PM

Thank you.

In general, the edits are what I expected, but the program requirement document is necessary and missing. I was expecting a clear document to describe the program requirements.

This document is needed to clearly support this statement:

The conceptual programming design and estimate was prepared, however further analysis and concept refinement has been done, and the City has established that the new building will include a pool and be designed between 44,500 and 53,000 square feet in size and will not exceed \$24M in construction cost. Reference documents including early programming and cost estimates as well as City Commission minutes and reports are listed in Attachment A.

The documents in Attachment A are NOOR reports and presentations to commission. While they might be helpful for reference, they don't clearly define our program.

I think the program document should be a spreadsheet with each program space.

- Dimensions (length, width and area)
- Users (for example NEXT, YMCA)
- Number of people using the space at one time
- Activities
- Equipment
- Additional information

The total area, including the non programmed space (mechanical rooms, bathrooms, hallways) should equal 44,500 -53,000 square feet.

If we don't have this document, it's like asking an architect to build a house with 3 to 8 bedrooms and not even mentioning how many kids we have.

If we don't provide this document in the quote, the architect will need to create it and this will add to cost.

Thanks
Pam

On Thu, Oct 17, 2024 at 4:50 PM Jana Ecker <Jecker@bhamgov.org> wrote:

Please find attached the updated RFP with the changes made as agreed at the SCC meeting last week. Please provide any comments to me directly, and do NOT copy all other committee members.

At the last meeting consensus was that this RFP was ready to move on to the City Commission once all of the requested changes were made.

Have a good evening,

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

*****Open Meetings Act Caution*****

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