

**BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
DECEMBER 9, 2024
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.

ANNOUNCEMENTS

APPOINTMENTS

- A. Birmingham Shopping District
 - 1. Sloane Wolf

To concur in the City Manager's appointment of Sloane Wolf to the Principal Shopping District Board as a business representative to serve the remainder of a four-year term to expire November 16, 2026.

RECOGNITION OF STAFF

- B. Clerk's Office
 - 1. Martha Valone

IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

V. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a Commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

*The minutes from the November 25, 2024 Regular City Commission meeting will be presented on the December 16, 2024 regular meeting agenda.

- A. Resolution to approve the City Commission Workshop meeting minutes of November 18, 2024.
- B. Resolution to approve regular City Commission meeting minutes of November 18, 2024.

- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated November 28, 2024 in the amount of \$1,189,846.40.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 5, 2024 in the amount of \$287,624.08.
- E. Resolution to set the Public Hearing of Necessity for the road surface cape seal treatment meeting the requirements for assessment, for all properties within the project area on Yorkshire Road from N. Eton to Coolidge Highway, Dorchester Road from St. Andrews to Coolidge Highway, Buckingham Avenue from N. Eton to Edenborough, Edenborough Road from Dorchester to Windermere, Yosemite Boulevard from Adams to Columbia, Yankee Avenue from Villa to Yosemite, Ann Street from Frank north to the dead end, and Northlawn from Southfield to Shipman on Monday, January 13, 2025, at 7:30 P.M.; and

If necessity is determined on January 13, 2025, to meet on Monday, January 27, 2025, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the new pavement installation meeting the requirements for assessment, for all properties within the project area on Yorkshire Road from N. Eton to Coolidge Highway, Dorchester Road from St. Andrews to Coolidge Highway, Buckingham Avenue from N. Eton to Edenborough, Edenborough Road from Dorchester to Windermere, Yosemite Boulevard from Adams to Columbia, Yankee Avenue from Villa to Yosemite, Ann Street from Frank north to the dead end, and Northlawn from Southfield to Shipman.

- F. Resolution to authorize the City Manager to use the City's allocation of Coronavirus State and Local Fiscal Recovery Funds toward lead service line replacement and any remaining funds not spent on lead service replacement be used as follows: a total of \$24,000.00 be put towards audit fees for fiscal year 24/25, fiscal year 25/26, and fiscal year 26/27, and the remaining amount, estimated at \$200,696.13, be used towards the purchase of a new ambulance, Rescue 1.
- G. Resolution to accept the resignation of Samy Eid from the Birmingham Shopping District Board, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

VI. CITY MANAGER'S REPORT

The City Manager's Report regularly occurs on the second City Commission meeting of the month. Additionally, reports from prior months can be viewed on the City's [website bhamgov.org/manager](https://www.bhamgov.org/manager).

None.

VII. UNFINISHED BUSINESS

None.

VIII. NEW BUSINESS

- A. Fiscal Year 2023-2024 Audit Presentation.

- B. Interviews and selection of an Architectural/Engineering Consultant for the preparation of the final site plan, design and construction plans for 400 E. Lincoln.

1. INFORM Studio
2. McIntosh Poris
3. Neumann Smith

Resolution to approve an agreement with _____ for the preparation of the final site plan, design and construction plans for a new building at 400 E. Lincoln in the amount not to exceed \$_____. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budget in account #101.0-656.000-811.0000.

and

Further to appropriate and amend the 2024-2025 General Fund budget as follows:

Revenues:

Draw from Fund Balance	101.0-000.000-400.0000	\$450,000
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Expenditures:

Health and Welfare	101.0-656.000-811.0000	\$450,000
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- C. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.
- D. Commission discussion on items from a prior meeting.

IX. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Communication regarding speed mitigation measures on Shirley and Arlington

XI. REPORTS

- A. Commissioner Reports
1. Notice of Intention to Appoint to the Public Arts Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

INFORMATION ONLY

XII. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760

You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:248-530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



NOTICE OF INTENTION TO INTERVIEW FOR APPOINTMENT TO THE BIRMINGHAM SHOPPING DISTRICT BOARD

At the regular meeting on Monday, December 9, 2024, the Birmingham City Commission intends to concur with the City Manager's recommendation and appoint one applicant to the Birmingham Shopping District Board. The appointed member shall be a business representative to serve the remainder of a four-year term to expire on November 16, 2026.

The goal of the shopping district board shall be to promote economic activity in the principal shopping districts of the City by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities (Section 82-97(a)). The board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the City Commission from the financing methods specified in this article (Section 82-97(b)).

The ordinance states that the City Manager will make the appointment with the concurrence of the City Commission.

Interested persons may submit a form available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, December 4, 2024. These documents will appear in the public agenda.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
Sloane Wolf	Professional real estate agent specializing in Birmingham real estate with vast experience in strategic marketing.

SUGGESTED RESOLUTION:

To concur in the City Manager's appointment of Sloane Wolf to the Principal Shopping District Board as a business representative to serve the remainder of a four-year term to expire November 16, 2026.

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#30]

2 messages

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Tue, Oct 8, 2024 at 10:36 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	BSD Board
Specific Category/Vacancy on Board (see below)	Business Representative
Name	Sloane Wolf
Residential Address	 1193 Floyd St STE 101 Birmingham , MI 48009 United States
Business Address	 442 S Old Woodward Birmingham , Mi 48009 United States
Phone Number *	(248) 877-6306
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	sloanemwolf@gmail.com
Length of Residence	Since May 2021
Occupation	Real Estate Agent
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I am a strategic marketer and entrepreneur dedicated in creating exceptional customer experiences. I am sought out for my understanding of what is happening around town and frequently receive feedback on what current residents, potential residents and local visitors are seeking in the city. It is my goal to take that feedback and intertwine it with my skills to identify the most effective opportunities to promote the Birmingham Shopping District.
List your related employment experience	As a realtor specializing in Birmingham and the surrounding areas, it is my job to be invested in the success of this great city. I am dedicated in staying up to date on local developments and happenings and educating others on the benefits of living in the city and visiting the Birmingham Shopping District.
List your related community activities	I am an active member in the BSD Marketing Committee
List your related educational experience	I attended the University of Michigan.
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships	No

with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.

Do you currently have a relative serving on the board/committee to which you have applied?	No
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Are you an elector (registered voter) in the City of Birmingham? *	No
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Mya Brown <mbrown@bhamgov.org>
To: no-reply@wufoo.com
Cc: clerksOffice@bhamgov.org

Wed, Oct 9, 2024 at 9:32 AM

Good morning,

Thank you for your interest in serving on a City board! Your application has been received and is being reviewed.

If you have any questions, please let us know.

Have a great day,

[Quoted text hidden]



BIRMINGHAM SHOPPING DISTRICT BOARD

Ordinance 1534 - Adopted September 14, 1992

The Board shall consist of 12 members as follows:

- a) City Manager.
- b) Resident from an area designated as a principal shopping district.
- c) Resident from an adjacent residential area.
- d) A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district.
- e) The remaining members shall be representatives of businesses located in the district.

4-Year Terms

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Ecker	Jana	(248) 530-1811 <i>jecker@bhamgov.org</i>	City Manager	
151 Martin Birmingham	48009			
Eid	Samy	(248) 840-8127 <i>samyeid@mac.com</i>	11/14/2016 Business representative with interest in property located in district	11/16/2025
1800 Rathnmor Bloomfield Hills 588 S. Old Woodward Birmingham	48304 48009			
Erika	Bassett	(248) 530-1250 <i>ebassett@bhamgov.org</i>	Executive Director	
151 Martin Street Birmingham	48009			

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Fehan	Douglas	(248)705-3000 <i>godug@aol.com</i>	Director Emeritus	
Hussey	Beth	(248)765-0237 <i>beth@eatathazels.com</i>	11/28/2022 Business representative with interest in property located in district	11/16/2025
3422 Chickering Lane Bloomfield Hills 48301 24977 Woodward Ave Suite 100 Birmingham 48009				
Kay	Zachary	(248) 770-0646 (248) 220-4999 <i>zak@shopfoundobjects.com</i>	7/9/2018 Business representative	11/16/2027
173 N Glengary Rd. Bloomfield Hills 48301 168 South Old Woodward Birmingham 48009				
Lundberg	Jessica	(248) 766-8696 <i>jessica@rivagedayspa.com</i>	10/26/2024 Business representative with interest in property located in district	11/16/2026
494 Whippers in Court Bloomfield Hills 48304 210 S. Old Woodward Ste. 250 Birmingham 48009				
McKenzie	Michael	(312) 785-4906 <i>mike_mckenzie@mac.com</i>	11/23/2020 Resident from adjacent neighborhood	11/16/2027
2123 Windemere Birmingham 48009				

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Pohlod 1360 Edgewood Birmingham 48009 912 South Old Woodward Birmingham 48009	Amy 48009	(248) 219-5042 <i>amypohlod@hotmail.com</i>	7/25/2016 Business representative with interest in property located in district	11/16/2026
Roberts 320 Martell Ct Bloomfield Hills 48304 273 Pierce Birmingham 48009	William 48304	(248) 463-8606 (248) 646-6395 <i>BR@RobertsRestaurantGroup.com</i>	11/10/1997 Business representative	11/16/2025
Sloan 211 E. Merrill St Apt 303 Birmingham 48009 34300 Woodward Ave Ste. 200 Birmingham 48009	Julie 48009	(847) 612-1554 <i>julie@shoployal.com</i>	10/28/2024 District resident	11/16/2028
Surnow 1310 S. Bates Birmingham 48009 320 Martin, Ste. 100 Birmingham 48009	Sam 48009	(248) 877-4000 (248) 865-3000 <i>sam@surnow.com</i>	11/23/2015 Business representative with interest in property located in district	11/16/2027
Taddei 500 E Long Lake Road Bloomfield Hills 48304 112 Peabody St. Birmingham 48009	Michele 48304	(248) 275-3125 <i>michele@fullercentralpark.com</i>	11/16/2023 Business representative with interest in property located in district, Member greater than 5% total sq ft	11/16/2027

Last Name	First Name	Home		
Home Address		Business		
Business Address		E-Mail	Appointed	Term Expires
Vacated	11/26/2024			11/16/2026
			Business representative	

BIRMINGHAM CODE OF ORDINANCES – CHAPTER 82

DIVISION 2. - SHOPPING DISTRICT BOARD

Sec. 82-91. - Created.

A shopping district board is hereby created and shall exercise its powers within the boundaries of the principal shopping districts established by the city commission.

(Code 1963, § 1.801; Ord. No. 1541, § 1.801, 11-23-92)

Sec. 82-92. - Composition; appointment.

- (a) The shopping district board shall consist of 12 members. One member shall be the city manager, one shall be a resident of an area designated as a principal shopping district, and one shall be a resident of an adjacent residential area. A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district. The remaining members shall be representatives of businesses located in the district.
- (b) The board shall be appointed by the city manager with the concurrence of the city commission. However, if all the following requirements are met, a business may appoint a member of the board, which member shall be counted toward the majority of members required to be nominees of businesses located within a principal shopping district:
 - (1) The business is located within a principal shopping district.
 - (2) The business is located within a special assessment district established by the city commission to defray all or a portion of the costs of the board's activities under this article.
 - (3) The special assessment district is divided into special assessment rate zones reflecting varying levels of special benefits.
 - (4) The business is located in the special assessment rate zone with the highest special assessment rates.
 - (5) The square footage of the business is greater than five percent of the total square footage of businesses in the special assessment rate zone.

If a member is appointed by a business meeting the requirements of this section at a time all 12 positions on the board are filled, the city commission shall, by resolution, remove one or more members of the board in order that its membership not exceed 12 in number.

(Code 1963, § 1.801; Ord. No. 1541, § 1.801, 11-23-92)

Sec. 82-93. - Terms.

Of the members first appointed to the shopping district board, an equal number of the members, as near as practicable, shall be appointed for one-year, two-year, three-year and four-year terms. A member shall hold office until the member's successor is appointed. Thereafter, each member shall serve for a term of four years. An appointment to fill a vacancy shall be made by the city manager, with the concurrence of the city commission, for the unexpired term only.

(Code 1963, § 1.802; Ord. No. 1534, § 1.802, 9-14-92)

Sec. 82-94. - Organization and compensation.

The shopping district board shall, from its appointed members, elect a chairperson who shall be the presiding officer of the board, and a vice-chairperson, who shall serve in the absence of the chairperson. A secretary, who shall keep and maintain proceedings of the board, shall be appointed by the board. The secretary need not be a member of the board. The officers shall each serve for one year and until their successors have been elected by the board. Members shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

(Code 1963, § 1.803; Ord. No. 1534, § 1.803, 9-14-92)

Sec. 82-95. - Meetings and quorum.

The shopping district board shall hold at least one regular public meeting each month at such time and place as may be established by the board. Public notice of the time, date and place of all meetings shall be given in the manner required by the Open Meetings Act (MCL 15.261, MSA 4.1800(11) et seq.). Special meetings may be called by the secretary at the written request of the chairperson or any three members of the board on at least two days' notice. A quorum for the transaction of business at regular and special meetings shall be a majority of the current members of the board.

(Code 1963, § 1.804; Ord. No. 1534, § 1.804, 9-14-92)

Sec. 82-96. - Records and budget.

The shopping district board shall keep minutes of its meetings and records of all expenses incurred by it in the performance of its duties. The board shall prepare and submit annually for approval of the city commission a budget for its activities for the ensuing fiscal year. The budget shall be prepared in the manner and contain the information required of municipal departments.

(Code 1963, § 1.805; Ord. No. 1534, § 1.805, 9-14-92)

Sec. 82-97. - Goal and powers.

- (a) The goal of the shopping district board shall be to promote economic activity in the principal shopping districts of the city by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities. In furtherance of its goal, the board may recommend to the city commission that the city undertake one or more of the following in a principal shopping district:
- (1) Open, widen, extend, realign, pave, maintain or otherwise improve highways and construct, reconstruct, maintain or relocate pedestrian walkways.
 - (2) Prohibit or regulate vehicular traffic where necessary to carry out the purposes of a development or redevelopment project.
 - (3) Regulate or prohibit vehicular parking on highways.
 - (4) Acquire, own, maintain or operate off-street parking lots or structures.
 - (5) Contract for the operation or maintenance by others of city off-street parking lots or structures, or appoint agents for the operation or maintenance of those lots or structures.
 - (6) Construct, maintain and operate malls with bus stops, information centers and other buildings that will serve the public interest.

- (7) Acquire by purchase, gift or condemnation, and own, maintain, or operate real or personal property necessary to implement the goals of the board.
- (8) Provide for the maintenance, security and operation of a district.
- (b) The board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the city commission from the financing methods specified in this article.

(Code 1963, § 1.806; Ord. No. 1534, § 1.806, 9-14-92)

THE BY LAWS
OF
THE BIRMINGHAM SHOPPING DISTRICT BOARD OF DIRECTORS

(A BSD formed pursuant to Act No. 120 of 1961 , MCL 125.981,
Code of Ordinances, City of Birmingham Ordinance Chapter 82, Article IV —

ARTICLE I

NAME, OFFICE, REGISTERED AGENT, GOALS AND POWER

Section 1. Name. The name of this principal shopping district shall be the Birmingham Shopping District (BSD).

Section 2. Goals. The goal of the BSD shall be to promote economic activity in the principal shopping district of the City of Birmingham by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities. The Board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the City Commission from the financing methods specified in City of Birmingham Ordinance 82-77 and 82-78. In furtherance of its goal, the Board may recommend to the City Commission that the City undertake one or more the following activities in the principal shopping district:

- 1) Open, widen, extend, realign, pave, maintain or otherwise improve highways and construct, reconstruct, maintain or relocate pedestrian walkways.
- 2) Prohibit or regulate vehicular traffic where necessary to carry out the purposes of a development or redevelopment project.
- 3) Regulate or prohibit vehicular parking on highways.
- 4) Acquire, own, maintain or operate off-street parking lots or structures.
- 5) Contract for the operation or maintenance by others of city off-street parking lots or structures, or appoint agents for the operation or maintenance of those lots or structures.

- 6) Construct, maintain and operate malls with bus stops, information centers and other buildings that will serve the public interest.
- 7) Acquire by purchase, gift or condemnation, and own, maintain, or operate real or personal property necessary to implement the goals of the board.
- 8) Provide for the maintenance, security and operation of a district.

ARTICLE II

BOARD OF DIRECTORS

Section 1. General Powers. The BSD shall be under the supervision and control of the Board of Directors, except as otherwise provided by Act No. 120 of 1961 and Code of Ordinances—City of Birmingham Ordinance Chapter 82, Article IV. Division 2 - Shopping District Board, as amended.

Section 2. Board Composition: Appointments, Replacement and Vacancies. The Board shall consist of 12 members. One member shall be the city manager, one shall be a resident of an area designated as part of the BSD, and one shall be a resident of an adjacent residential area. A majority of the members shall be individual businesses located within the BSD who have an interest in property located in the district. The remaining members shall be representatives of businesses located in the district.

Members shall be appointed to the Board for a four-year term by the City Manager with the concurrence of the City Commission. However, if all the following requirements are met, a business may appoint a member of the Board, which member shall be counted toward the majority of members required to be nominees of businesses located within the BSD:

- (1) The business is located within a principal shopping district.
- (2) The business is located within a special assessment district established by the city commission to defray all or a portion of the costs of the board's activities under this article.

(3) The special assessment district is divided into special assessment rate zones reflecting varying levels of special benefits.

(4) The business is located in the special assessment rate zone with the highest special assessment rates.

(5) The square footage of the business is greater than five percent of the total square footage of businesses in the special assessment rate zone.

If a member is appointed by a business meeting the requirements at a time all 12 positions on the board are filled, the city commission shall, by resolution, remove one or more members of the board in order that its membership not exceed 12 in number.

The Board may nominate and elect non-voting emeritus members for two year terms. An emeritus member must either currently or have previously served the BSD Board with distinction and excellence, and shall be entitled to receive all written notices and information which are provided to the board of directors, to attend all board meetings, to participate in meetings of the committees in which they serve, and encouraged to attend all other events conducted by the BSD. A board member emeritus shall not be subject to any attendance policy counted in determining if a quorum is present at a meeting, entitled to hold office, or entitled to vote at any board meeting.

An appointment to fill a vacancy shall be made by the City Manager, with the concurrence of the City Commission, for the unexpired term only. A Member whose term of office has expired shall continue to hold office until a successor is appointed. A Member may be appointed to additional terms in accordance with the provisions hereunder.

Section 3. Removal. Pursuant to notice and after having been given an opportunity to be heard, a member of the Board may be removed for cause by the City Manager with concurrence from the City Commission upon recommendation from the Board.

Section 4. Conflict of Interest. A Member who has a conflict between a personal interest and the public interest shall fully disclose the nature of the interest prior to the

BSD taking any action with respect to the matter. Such disclosure shall become a part of the record of the BSD's official proceedings. Such declaration shall be made before discussion on the item begins. Except as provided by law, or Birmingham Ethics Ordinance, Chapter 2 Article IX, no Member may participate in, act upon, or vote upon any matter if a conflict exists. Any Board member is permitted to inquire about potential conflicts that may exist among other members.

Section 5. Meetings. The BSD shall hold at least one regular public meeting each month. At the October meeting of the calendar year, the BSD shall set the dates, times, and places of the BSD's regular meetings for the coming year. Special meetings of the BSD may be called by the secretary at the written request of the Chairperson of the Board or any three Members on at least two days' notice. All business which the Board may perform shall be conducted at a public meeting of the Board held in compliance with the Open Meetings Act, Act. No. 267 of 1976, as amended.

Section 6. Public Participation at Meetings. A reasonable opportunity shall be given for members of the public to be heard at any open meeting on agenda items before the BSD during discussion. In the interest of ensuring the orderly processing of items of business before the BSD, such public comments shall be heard at the end of the agenda item discussion. Any items not on the agenda shall be heard at the end of the meeting agenda. Consistent with the Open Meetings Act, the BSD may impose a time limitation up to three (3) minutes per person for public comment. All individuals who wish to address the BSD must identify themselves by name and address prior to speaking at the meeting.

Section 7. Notice. Public notice of all meetings of the Board or its Committees which provides the time, date, and location of the meeting shall be given in the manner required by the Open Meetings Act, Act No. 267 of 1976, as amended. There shall be a public notice posting within ten (10) days after the first meeting in each calendar year of the annual schedule of BSD meetings, stating the dates, times, and places of its regular meetings. For a rescheduled regular or a special meeting of the BSD, a public notice stating the date, time, and place of the meeting shall be posted at least eighteen (18)

hours before the meeting. The public notice shall contain the name of the BSD Board or Committee, its telephone number, its address, and shall be posted at the City Hall of the City of Birmingham and any other location considered appropriate by the BSD.

Section 8. Quorum. A majority of the members of the BSD then in office constitutes a quorum for the transaction of business at any meeting of the Board. An affirmative vote of the majority of a quorum shall be required to adopt any resolution. A 2/3 roll call vote of the Members on the Board at the meeting shall be required to call a closed session and the Board shall meet in closed session only for the purposes permitted by law pursuant to the Open Meetings Act, Act No. 267 of 1976, as amended.

Section 9. Participation by Communication Equipment. All meetings of the BSD must be open to the public and must be held in a place available to the general public. Only as permitted by law pursuant to the Open Meetings Act, Act No. 267 of 1976, as amended, an absent Member may participate in, and vote on, business before the BSD by way of a two-way electronic communication device wherein all discussions and deliberations are able to be heard by the public in attendance at the meeting. For any member attending the meeting remotely, a public announcement at the outset of the meeting to be included in the meeting minutes must be made, announcing that a Member is in fact attending the meeting remotely. Participation by communication equipment shall be permitted only in accordance with the Open Meetings Act, Act No. 267 of 1976, as amended.

Section 10. Attendance. Each Member is required to attend a minimum of two-thirds of the regularly scheduled Board meetings in a twelve (12) month period. If a Member has not fulfilled this requirement after a twelve (12) month period, the Board may recommend that the City Commission declare that Member's position vacant and remove the Member from the Board, in accordance with Section 3. The Board may grant a waiver, given a sufficient explanation of extenuating circumstances. Waivers shall be considered monthly by the Board or upon request.

Section 11 Committees. The Board may, by resolution, designate one or more committees, each committee shall consist of at least one of the Members. Each Member shall serve on a committee. The Board shall appoint all committee members and the chair of the committee. A committee, and each member thereof, shall serve at the pleasure of the Board. Committees shall consist of less than a quorum of Board Members and shall meet in accordance with the Open Meetings Act, Act No. 267 of 1976, as amended. Standing committees shall consist of Executive, Marketing and Advertising, Maintenance and Capital Improvements, Business Development and Special Events with up to eight (8) members per committee made up of Board members, BSD businesses and property owners, Birmingham residents and persons with business interest in the BSD. Committees shall only make recommendations to the Board on matters of the District, and shall not enter into agreements without Board approval. A majority of the committee members constitutes a quorum for the transaction of business at any committee meeting. If the committee lacks a quorum, the committee members may receive reports and comments from the public or staff and shall not make any recommendations to the Board.

Section 12 Personnel. The Board may employ personnel as deemed necessary. Such personnel may include, but is not limited to an executive director, treasurer, secretary, and legal counsel. The Executive Director, Treasurer, Secretary and Legal Counsel shall report to the Board. All other employees shall be appointed by, directed by and report to the Executive Director. Board Members shall not give direction to or interfere with the work of the employees under the direction of the Executive Director. The duties, rights and responsibilities of employees of the BSD shall be consistent with the provisions of the City of Birmingham Employee Handbook. The Board may employ and fix the compensation of an executive director, subject to the approval of the City Commission. The full-time employees of the BSD shall be eligible to participate in municipal retirement and insurance programs of the City of Birmingham.

ARTICLE III

OFFICERS

Section 1. Officers. The officers of the BSD shall be elected by the Board annually at its January meeting and shall consist of a Chairperson, Vice-Chairperson and Secretary. An officer shall not execute a contract on behalf of the BSD without a resolution adopted by the Board.

Section 2. Election and Term of Office. Each officer so elected shall hold office until December 31 of the year in which she or he is elected, or until his or her term expires, or upon resignation or removal, whichever occurs first.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled at any meeting of the Board for the unexpired portion of the term of such office, in accordance with Public Act No. 120 of 1961 and the Birmingham Code of Ordinances.

Section 4. Chairperson. The Chairperson shall perform all duties of the office as provided in these Bylaws, by Public Act No. 120 of 1961, and the Birmingham Code of Ordinances. The Chairperson shall preside over all meetings of the BSD and shall perform all duties as directed by the Board. The Chairperson shall be an ex-officio member of all standing committees, and shall have the general oversight of the Board. The Chairperson shall also act as Chair of the Executive Committee, assuming the same powers of the BSD as listed above, and further described in Article III, Section 8. To qualify to serve as the Chairperson, it is preferred that the Board Member have served at least one full year as an active Board Member.

Section 5. Vice-Chair. The Vice-Chair shall act as the Chair when the Chair is absent or unable to act, and otherwise be vested with the powers and shall perform such duties and exercise such other powers as may from time to time be imposed upon or vested by resolution of the Board.

Section 6. Secretary. The Board may employ and fix the compensation of a Secretary, and need not be a member of the Board. The Secretary shall attend meetings of the Board, and keep and maintain a record of its proceedings. The minutes of the BSD shall contain the date, time, place, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting. The Secretary shall give, or cause to be given, notice of all meetings of the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall, when authorized by the Board, attest by signature to actions of the Board. The Secretary shall perform all other duties as may be delegated to him or her by the Board.

Section 7. Delegation of Duties and Officers. In the absence of any officer of the BSD, or for any other reason that the Board may deem sufficient, the Board may, by resolution, delegate from time to time and for such time as it may deem appropriate, the powers or duties, or any of them, of such officer to any other officer, or to any Member, provided a majority of the Board then in office concurs therein.

Section 8. Executive Committee. The Executive Committee shall consist of five Board Members including the Chair, Vice-Chair, City Manager, and two committee chairs). The Executive Committee shall be responsible for reviewing the agenda for the regular Board meetings and proposing the agenda for the Board. The committee shall meet as necessary and all such meetings shall comply with the notice requirements, as set forth in Article II, Section 7.

ARTICLE IV

CONTRACTS, DONATIONS, AND POWERS OF THE BOARD

Section 1. Contracts.

The Board may make and enter into contracts necessary or incidental to the exercise of powers and the performance of its duties. The Board may, by resolution, authorize an agent of the BSD to execute contracts and/or documents on behalf of the BSD. A copy

of the resolution approving such contracts must be attached to such contract and must adhere to any Purchasing/Procurement policies that the BSD may adopt.

Section 2. Checks, Drafts, etc. All orders for the payment of money, notes, or other evidences of indebtedness shall be signed by the Board's authorized agent and submitted to the Finance Department of the City of Birmingham for signature and for the issuance of payment.

Section 3. Grants and Donation. The Board may accept grants and donations of property, labor, or other things of value from a public or private source, consistent with Public Act No. 120 of 1961.

Section 4. Deposits. All funds of the BSD shall immediately be deposited into the appropriate fund or account to the credit of the BSD in such banks, trust companies, or other depositories as the BSD or Finance Director of the City of Birmingham may select. Report of these receipts shall be provided to its Executive Director for review and submission to the Board.

Section 5. Other Powers of the Board. The Board shall perform and exercise all such powers as provided in Public Act No. 120 of 1961.

Section 6. Budget

Pursuant to Birmingham City Charter, Section 7, the Executive Director of the BSD or designee shall prepare and submit for the approval of the Board a budget for the operation of the BSD for the ensuing fiscal year. The budget shall be prepared in the manner and contain the information required of municipal departments. Before the budget may be adopted by the Board, it shall be approved by the City Commission. The BSD shall submit an annual budget to the City Commission each year for inclusion in the City's annual budget presentation. The budget shall be adopted by the Board no later than by July 1 each year.

Section 7. Audit

The governing body of the City of Birmingham may assess a reasonable pro rata share of the funds for the cost of handling and auditing the funds against the funds of the BSD, other than those committed, which cost shall be paid annually by the board pursuant to an appropriate item in its budget.

ARTICLE V FISCAL YEAR

The fiscal year of the BSD shall correspond at all times to the fiscal year of the City of Birmingham.

ARTICLE VI REPORTING REQUIREMENTS

All expense items of the BSD shall be recorded monthly and financial records shall be open to the public. If the Board does not employ an Executive Director, the Board shall file any and all necessary reports. Annually, the Board shall submit to the City Commission a report on the status of any special assessments utilized by the BSD.

ARTICLE VII AMENDMENTS

These Bylaws may be altered or amended or repealed by the affirmative vote of the Board then in office. Approved changes to these Bylaws take effect immediately.

I HEREBY CERTIFY that the above Bylaws were written by the Birmingham Shopping District, of the City of Birmingham on the 19th day of April, 2023.


CHAIRPERSON



MEMORANDUM

City Clerk's Office

DATE: December 3, 2024

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Staff Introductions- Elections Coordinator Martha Valone

We are pleased to announce a new addition to our City Clerk's Office. Join us in welcoming Martha Valone as our new Elections Coordinator. Martha is a seasoned election official with eight years of experience in Saginaw County.

Martha holds a Bachelor's degree in Aging Sciences from Madonna University, joining us after years of working for Frankenmuth Township as their Deputy Clerk. Martha was also a key contributor in coordinating the Saginaw County early voting center for this past 2024 election cycle.

As Election Coordinator she will be responsible for assisting the clerk in administering elections, training election workers, and adhering to Michigan State election law and procedures. Martha gained experience with clerical work, record keeping, customer service, election training, and general office tasks while working with the Frankenmuth Township Clerk. Her experience working with elections as well as training election workers will be an asset for Birmingham.

Martha is eager to bring her prior experience to her new role as Elections Coordinator and take on the new tasks and challenges this position provides. The knowledge that she has gained over the years will enable her to provide excellent service to the citizens of Birmingham.

Please extend a warm welcome to Martha and support her as she grows in her new position. We are confident in her ability to provide top tier service for the residents of Birmingham.

Birmingham City Commission Special Meeting Minutes - Workshop

November 18, 2024

Municipal Building, 151 Martin

7:00 p.m.

Vimeo Link:

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to discuss the qualifications, characters, willingness and abilities of particular commissioners to serve as Mayor.

I. Call to Order

Katie Schafer, Mayor Pro Tem

II. Roll Call

Present: MPT Schafer
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner Long
Commissioner Longe

Absent: Mayor McLain

Staff: City Manager Ecker; City Clerk Bingham, City Attorney Kucharek

III. Presentation and Commission Discussion

MPT Schafer introduced the topic, explained why she was not pursuing the mayorship at this time, and why she was recommending Commissioner Longe for Mayor and Commissioner Baller for Mayor Pro Tem.

Commissioners raised the following points during discussion of the topic:

- The Commission and its leadership should prioritize being friendly, responsive, open, helpful, and respectful towards residents.
- Mayor Pro Tem Schafer deserved commendation for taking on additional leadership responsibilities during the last few months.
- Commissioners serve on the Commission because they want to support Birmingham.
- Commissioner Longe is well-suited to serve as the next Mayor.
- There are a number of significant projects going on in the City at this time, and Commissioner Longe's experience can help the Commission maintain momentum on these projects.

IV. Public Comment

David Bloom opposed Commissioner Baller serving as Mayor Pro Tem, and supported either Commissioners

Host or Haig for the Mayor Pro Tem position instead.

V. Adjourn

The meeting was adjourned at 7:26 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

**Birmingham City Commission Minutes
November 18, 2024
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link:**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Katie Schafer, Mayor Pro Tem, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

City Clerk Bingham called the roll.

Present: MPT Schafer
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner Long
Commissioner Longe

Absent: Mayor McLain

Staff: City Manager Ecker; City Clerk Bingham, Assistant City Manager Clemence, City Photographer Cook, Assistant City Manager Fairbairn, Parking Systems Manager Ford, Communications Director Gamboa, Police Chief Grewe, City Attorney Kucharek, Fire Marshal Scaife

KMG: Brian Deming

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS

Announcements

The Clerk's Office would like to thank all of the Election Inspectors and City staff that helped conduct a safe and successful November 5th General Election. We appreciate all of the voters who participated by voting early, absentee, or in-person voting. 78.45% of Birmingham's registered voters participated, which exceeds the Oakland County turnout average of 72.92%. Unofficial results are available at oakgov.com/elections under the November election tab. Official results will be available after the completion of the canvass of the Oakland County Board of Canvassers.

Appointments

11-590-24 Nomination of Temporary Mayor

MPT Schafer explained the need for a temporary chair to conduct Commission leadership appointments.

MOTION: Motion by Baller:
Nominate you to be the temporary chair.

VOICE VOTE: Ayes, Commissioner Long
MPT Schafer
Commissioner Haig
Commissioner Baller
Commissioner Longe
Commissioner Host

Nays, None

[Transcriptionist note: 'You' in the motion was addressed to MPT Schafer.]

11-591-24 Nomination of Mayor

MOTION: Motion by Haig:
Nominate Therese Longe for the position of Mayor.

ROLL CALL VOTE: Ayes, Commissioner Long
MPT Schafer
Commissioner Haig
Commissioner Baller
Commissioner Longe

Nays, Commissioner Host

11-592-24 Nomination of Mayor Pro Tem

Commissioner Haig was nominated by Commissioner Host, and Commissioner Baller was nominated by Commissioner Long. Each Commissioner was asked to state their support for either nomination.

MOTION: Motion by Host:
Nomination for Mayor Pro Tem: Andrew Haig.

Mayor Longe said she very much hoped Commissioner Haig would consider serving as Mayor Pro Tem in the near future.

ROLL CALL VOTE: Ayes, Commissioner Host
Commissioner Haig

Nays, MPT Schafer
Commissioner Baller

Mayor Longe
Commissioner Long

MOTION: Motion by Long:
To nominate Commissioner Baller as Mayor Pro Tem.

ROLL CALL VOTE: Ayes, MPT Schafer
Commissioner Baller
Mayor Longe
Commissioner Long

Nays, Commissioner Host
Commissioner Haig

CC Bingham swore in the Mayor and Mayor Pro Tem.

The new Mayor and Mayor Pro Tem offered comment on their new positions, and the Mayor made a presentation in honor of outgoing Mayor Elaine McLain.

The Commission took a brief intermission.

11-593-24 Appointment to the Retirement Board - Mayor

MOTION: Motion by Haig:
To nominate Mayor Therese Longe to the position of Mayor on the Retirement Board.

VOICE VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

11-594-24 Appointment to the Retirement Board - Mayor Pro Tem

MOTION: Motion by Long:
To appoint Commissioner Baller as Mayor Pro Tem to the Retirement Board.

VOICE VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

11-595-24 Appointment to the Retirees Health Care Fund Committee

MOTION: Motion by Baller:
To appoint you to the Retirees Health Care Fund Committee.

VOICE VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

[Transcriptionist note: 'You' in the motion was addressed to Mayor Longe.]

11-596-24 Appointment to the Triangle District Corridor Improvement Authority

MOTION: Motion by Long:
To appoint Commissioner Haig as Mayor's assignee to the Triangle District Corridor Improvement Authority.

VOICE VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

11-597-24 Appointment to SEMCOG as Delegate

MOTION: Motion by Baller:
Nominate Anthony Long as delegate to SEMCOG.

VOICE VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

11-598-24 Appointment to SEMCOG as Alternate

MOTION: Motion by Haig:
Commissioner Schafer to be the Alternate Delegate at SEMCOG.

VOICE VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

V. CONSENT AGENDA

11-599-24 Consent Agenda

MOTION: Motion by Long, seconded by Schafer:
To move the Consent Agenda with the exclusion of Item I.

ROLL CALL VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

- A. Resolution to approve the Joint City Commission and Planning Board meeting minutes of October 21, 2024.
- B. Resolution to approve the City Commission Workshop meeting minutes of October 28, 2024.
- C. Resolution to approve regular City Commission meeting minutes of October 28, 2024.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 31, 2024 in the amount of \$433,503.63.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated November 7, 2024 in the amount of \$582,446.11.
- F. Resolution to approve the warrant list, including Automated Clearing House payments, dated November 14, 2024 in the amount of \$1,922,223.47.

- G. Resolution to approve a request from the Birmingham Memorial Day Committee to hold the Memorial Day Service on Monday, May 26, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- H. Resolution to approve the appropriations and amendment to the fiscal year 2024-2025 Capital Projects Fund budget as follows for the Bus Shelter Purchase:

Revenues:

Draw from Fund Balance	403.0-000.000-400.0000	\$41,310
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Expenditures:

Capital Projects Fund – Capital Outlay	403.0-901.020-981.0100	\$41,310
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- J. Make a motion adopting a resolution to approve the purchase of a new camera system, new generator system and retrofitting them into our current camera truck by The Safety Company, LLC, DBA MTech Company, located at 7401 First Place, Suite G, Cleveland, OH 48043, per the Master Agreement for Municipal Vehicles and Equipment for Jackson County Department of Transportation authorized CoPro+ Members, in an amount not to exceed \$123,996.00, upon the completion of a signed contract by The Safety Company, LLC, DBA MTech Company. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City, and to approve the appropriation and budget amendment to the fiscal year 2024-2025 Sewage Disposal Fund budget as follows:

Revenues:

Other Revenue	590.0-000.000-677.0001	\$124,000
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Expenses:

Public Works-Sewer Maintenance	590.0-538.000-941.0000	\$124,000
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11-600-24 Purchase a 2026 Road Rescue Type 1 Ambulance (Item I)

Item I was pulled by MPT Baller to note the purchase.

Commissioners commended Birmingham's public safety personnel for their rapid emergency response times.

MOTION: Motion by Longe, seconded by Haig:

To approve the purchase of a 2026 Road Rescue Type 1 Ambulance from Emergency Vehicles Plus, in an amount not to exceed \$509,385.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project will be available in FY 2025/2026 in the Machinery and Equipment account #663.0- 344.000-971.0100.

ROLL CALL VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller

Mayor Longe
Commissioner Host

Nays, None

VI. CITY MANAGER'S REPORT

VII. UNFINISHED BUSINESS

11-601-24 Continuation of Public Hearing for Baldwin House – Special Land Use Permit

The Mayor opened the public hearing at 8:09 p.m.

SP Cowan and CA Kucharek presented the item. John Henke, attorney, spoke on behalf of the Baldwin House.

Public Comment

Josh Hoover, rector of St. James Episcopal Church, supported the SLUP and commented on the willingness to listen, diligence, and care shown by the Commission, City staff, and Baldwin House leadership throughout this process.

Janice Rowe, President of the Baldwin House Board of Directors, commented that the City would be assuming the role of the Baldwin House Board of Directors starting in 2025 and thanked the City for its efforts and support.

The Mayor closed the public hearing at 8:30 p.m.

Staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- The resident protections included in the SLUP were welcome.
- This was outstanding work, made the Commission proud, and all involved parties earned thanks.
- There was a small typographical error in paragraph nine of the SLUP, and in the last paragraph on page two beginning 'whereas'.
- Former Birmingham Mayor Dorothy Conrad was pleased with this proposal.
- It was positive that Next would be involved in the Baldwin House moving forward.

MOTION:

Motion by Haig, seconded by Long:

Resolution to approve the Special Land Use Permit Amendment for The Baldwin on Chester (Baldwin House) at 200 Chester Street to permit the use of special purpose housing and independent senior living;

AND

Make a motion adopting a resolution to approve the Parking Agreement between The Baldwin on Chester (Baldwin House) at 200 Chester Street to permit the use of parking spaces in the Chester Street Parking Structure for Zoning Ordinance parking requirements and parking pass use by residents of Baldwin House;

AND

Make a motion adopting a resolution to approve Ordinance 2510 to approve a Payment In-Lieu of Taxes (PILOT) Agreement between the City and The Baldwin on Chester (Baldwin House) for the provision of affordable housing to low-income senior residents.

ROLL CALL VOTE: Ayes, Commissioner Long
 Commissioner Schafer
 Commissioner Haig
 MPT Baller
 Mayor Longe
 Commissioner Host

Nays, None

VIII. NEW BUSINESS

11-602-24 Public Hearing for 2211 & 2243 Cole – Dobi – Special Land Use Permit, Final Site Plan & Design Review

The Mayor opened the public hearing at 8:43 p.m.

PD Dupuis presented the item.

Seeing no public comment, the Mayor closed the public hearing at 8:45 p.m.

Staff answered an informational question from the Commission.

MOTION: Motion by Long, seconded by Host:

To approve the Special Land Use Permit, Final Site Plan & Design Review application for 2211 & 2243 Cole, to permit a use greater than 6,000 square feet in the MX (Mixed-Use) zoning district of Birmingham, to allow DOBI Real Estate to occupy a 7,645 square foot tenant space.

ROLL CALL VOTE: Ayes, Commissioner Long
 Commissioner Schafer
 Commissioner Haig
 MPT Baller
 Mayor Longe
 Commissioner Host

Nays, None

11-603-24 1283 Buckingham – Historic Designation Request

PD Dupuis presented the item and answered informational questions from the Commission.

Commissioners made the following comments:

- The stable doors on the front of the home were an appreciated historic feature.
- More information on the home is available in the evening's agenda packet, and makes for a fascinating read.

Keith Deyer, co-owner of 1283 Buckingham, spoke regarding the historic designation request.

MOTION: Motion by Host, seconded by Haig:

To adopt the final draft of the Historic District Study Committee Report for 1283 Buckingham which establishes the Frederick E. Good House as a new, single-resource historic district in the City of Birmingham.

AND

To adopt an ordinance to amend Chapter 127, Sec. 127-25. – Historic District Boundaries, to add the Frederick E. Good House and its boundaries to the list of designated historic resources in the Code of Ordinances.

Commissioners made the following comments on the motion:

- It would be useful to assemble an informational packet for owners of older homes who are already interested in historic preservation.
- It would also be useful to distribute these informational packets to owners of older homes who may not yet be aware of their homes' significance.
- The City should also re-promote its recently done historic design guidelines.

VOICE VOTE: Ayes, Commissioner Long
 Commissioner Schafer
 Commissioner Haig
 MPT Baller
 Mayor Longe
 Commissioner Host

Nays, None

The Mayor thanked the Deyers for preserving a part of Birmingham's history via their preservation of their home.

11-604-24 Initial Bistro Screening 2024-2025 (Part I)

PD Dupuis presented the item and staff answered informational questions from the Commission.

Ping Ho, co-owner of Marrow, and Kelly Allen, attorney, spoke on behalf of Marrow and answered informational questions from the Commission.

Commissioners made the following comments:

- It could be beneficial to encourage more family-friendly, accessibly-priced restaurants and bistros to open in the City.

MOTION: Motion by Host, seconded by Long:

To move forward with the bistro application for Marrow Birmingham and permit Marrow to submit an application for Special Land Use Permit, Final Site Plan and Design Review to the Planning Board for review and recommendation.

ROLL CALL VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

11-605-24 Initial Bistro Screening 2024-2025 (Part II)

Staff answered informational questions from the Commission.

MOTION: Motion by Haig, seconded by Host:

To take no action on The Amalfi Coast, due to noncompliance with Section 10-82(a)(2)(b).

ROLL CALL VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

11-606-24 Special Event Permit for the Birmingham Bloomfield Chamber of Commerce's 60th Annual Village Fair

CC Bingham and PC Grewe presented the item.

Joe Bauman, President of the Birmingham Bloomfield Chamber of Commerce, spoke on behalf of the event and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- A more data-driven presentation from PC Grewe would have been appreciated since recommendations from public safety carry a lot of weight. Information on what time problematic events occurred at previous fairs, whether those altercations were in the confines of the fair or outside the fair, and other relevant information would have been helpful.

- A compromise between an 8 p.m. closing time and a 10 p.m. closing time should be reached if possible.
- It might be possible to get support from Bloomfield Township Police or the Oakland County Sheriff's Department. A curfew for people below a certain age could also be considered.
- Collaborating with the schools and emphasizing that students would be held both accountable by the schools and criminally liable could be helpful.
- MPT Baller may have a conflict-of-interest regarding this item since his business has a business relationship with the Birmingham Bloomfield Chamber of Commerce.
- MPT Baller has recused from Birmingham Bloomfield Chamber of Commerce related items in the past, and elected not to recuse from discussion of the present item, emphasizing the importance of the item.
- An approach that includes building skills among community youth might better serve the community than taking a more reactive approach.
- 11 p.m. is late for a family-oriented event.
- Approving the suggested action could be most appropriate, with the understanding that there would be good faith efforts to reach a compromise on the end time of the fair and that a report back to the Commission would occur.

Public Comment

Cheryl Daskis supported the Fair staying open until 9 p.m.

Michelle Moody supported the principals of Seaholm and Brother Rice High Schools advising the students that if altercations occur the fair may not continue to run.

Richard Astrein, Reverend Hoover, and Peter Kreher supported the fair continuing to run into the evening.

Carol Mastroianni, of the Birmingham Bloomfield Community Coalition (BBCC), commented that the BBCC could work on community building with the student communities before the fair.

Annie van Gelderen, Chair of the Birmingham Bloomfield Chamber of Commerce, also supported the fair continuing to run into the evening.

MOTION: Motion by Long, seconded by Haig:

To approve a special event permit as requested by the Birmingham Bloomfield Chamber of Commerce to hold the 60th Annual Village Fair on May 28, 2025 - June 1, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event, and with regard to the time, that the time frames be brought back to the Commission in due course.

Public Comment

Mr. Bauman supported working to keep the fair safe and successful.

VOICE VOTE: Ayes, Commissioner Long

Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

11-607-24 Interior Parking Garage Signage Design Recommendation

PSM Ford presented the item. Staff answered informational questions from the Commission.

MOTION: Motion by Long, seconded by Schafer:
To approve the parking garage design concept for interior parking signage for all five City garages as recommended by the Ad Hoc Wayfinding and Signage Committee and to direct the interior/exterior design firm selected by the City to collaborate with Corbin and their proposed signage plan into their overall designs.

VOICE VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

11-608-24 Interior / Exterior Parking Garage Designer

PSM Ford presented the item. The Commission interviewed representatives from BCT Design Group.

Commissioners raised the following points during discussion:

- The Commission would like the parking decks to be more inviting than they are now. Drivers should be enticed to park in the decks rather than on the street, and they should feel safe in the decks.
- It could be valuable if public art were integrated into the decks.

MOTION: Motion by Long, seconded by Baller:
To award a contract to BCT Design Group for design services in the City's parking structures and to charge this expense to account numbers: 514.1-594.008-977.000, 514.1-594.002-977.000, 514.1-594.003-977.000, 514.1-594.004-977.000, and 514.1-594.005-977.000; to authorize the Mayor and City Clerk to sign the contract on behalf of the City; and further, to appropriate and amend the 2024-2025 Automobile Parking System Fund budget as set forth in the packet in 8F on page three.

Commissioner comments on the motion were as follows:

- The Commission looked forward to seeing BCT Design Group's proposals.

- It would be ideal if these parking decks could be a memorable experience for visitors.

ROLL CALL VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

Advisory Parking Committee Updated Role

PSM Ford presented the item. Staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- The retail member should be changed to a Birmingham retail member.
- 'Advise', and similar language, might be more appropriate than 'ensure'.
- 'Purposes' and 'responsibilities' could be combined.
- It may be appropriate to require an annual meeting between the Commission and the APC.
- Alternatively, it may be more appropriate to have representatives from boards or committees speak to the Commission during relevant topics. Attempting to have joint meetings with all of the City's boards and committees would likely be prohibitive. Boards and committees could also be asked to provide annual reports to the Commission.
- Reports for revenue generating activities, like the parking system, would be additionally beneficial.
- Four or five members of the Committee should be required to be residents or business owners in the City.
- Some of the language in general should be re-worked for accuracy and clarity, and returned to the Commission once that is completed.

Public Comment

Michelle Moody, member of the APC, commented on the proposed updates to the APC's role.

11-609-24 Closed Session To Discuss A Written Attorney/Client Privilege Communication Pursuant To Mcl § 15.268 Sec. 8(H) Of The Open Meetings Act

MOTION: Motion by Baller, seconded by Haig:

To meet in closed session to discuss a written attorney/client privilege communication pursuant to MCL § 15.268 Sec. 8(h) of the Open Meetings Act.

ROLL CALL VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe

Commissioner Host

Nays, None

It was noted that the closed session would be entered into after all other agenda items were completed, and that the Commission would reconvene after the closed session for the purposes of taking formal action resulting from the closed session or for purposes of adjourning the meeting.

The Commission went into closed session at 11:38 p.m.

The Commission returned from closed session at 12:00 a.m.

Commission Items for Future Discussion

The Commission was notified that outgoing Mayor McLain resigned from her position on the Commission, and the process of appointing a replacement Commissioner was explained.

Commission Discussion On Items From A Prior Meeting

IV. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Communication regarding Henley
- B. Communications regarding Wimbleton and Poppleton
- C. Communications regarding the YMCA and NEXT

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Birmingham Shopping District
 - 2. Notice of Intention to Appoint to the Board of Review
 - 3. Notice of Intention to Appoint to the Multi-Modal Transportation Board
- B. Commissioner Comments

Commissioner Long commended the Commissioners and City staff that worked to fix one of the traffic signals on Woodward.

Mayor Longe congratulated the Birmingham Bloomfield Arts Center on their award of two grants from the Michigan Council of Arts and Cultural Affairs.

MPT Baller noted that it might be appropriate to appoint another Commissioner to the Ad Hoc Senior/Recreation Center Committee (SCC) to replace outgoing Mayor McLain.

11-610-24 Appointment to the SCC

MOTION: Motion by Longe, seconded by Long:
To appoint MPT Baller to fill the open position on the Ad Hoc Senior/Community Center Committee.

VOICE VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Progress Update on 400 E. Lincoln

CM Ecker and Mr. Deming summarized the update and answered informational questions from the Commission.

Commissioner comments on the item were as follows:

- More data and percentages on demographics would be helpful.

11-611-24 Issue Letter Re: 400 E. Lincoln to Other Communities

MOTION: Motion by Baller, seconded by Long:
To issue that letter to the other communities.

VOICE VOTE: Ayes, Commissioner Long
Commissioner Schafer
Commissioner Haig
MPT Baller
Mayor Longe
Commissioner Host

Nays, None

INFORMATION ONLY

XII. ADJOURN

The Commission motioned to adjourn at 12:00 a.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

DRAFT

City of Birmingham

Warrant List Dated 11/28/2024

Meeting of 12/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
301097		BDREFUND	AB HOMES LLC	2,500.00
301098		BDREFUND	ALEXANDER BACHTIAROV	1,800.00
301099		BDREFUND	ALIMOFF BUILDING & DEVELOPMENT LLC	2,785.50
301100		009813	ALMA TIRE SERVICE INC	567.14
301101		BDREFUND	AMERICAN STANDARD ROOFING	100.00
301102	*	002488	AMERICAN TEST CENTER, INC.	840.00
301103		BDREFUND	ANTONELLI LANDSCAPE	675.00
301104	*	007033	APPLIED INNOVATION	314.47
301105	*	000881	APWA	895.00
301106		BDREFUND	ARABO, ZAID	100.00
301107		BDREFUND	ARMANDO GIUSEPPE INC	500.00
301108	*	006759	AT&T	440.30
301109	*	006759	AT&T	210.67
301110	*	006759	AT&T	496.21
301111	*	006759	AT&T	235.19
301112	*	003703	AT&T MOBILITY	1,283.49
301113		BDREFUND	BABI CONSTRUCTION INC	1,400.00
301114		000843	BAKER & TAYLOR BOOKS	31.23
301115		BDREFUND	BASEMENT CRACKS & LEAKS/METRO	200.00
301116	*	001282	BEAR PACKAGING & SUPPLY INC	423.68
301117		BDREFUND	BELFOR USA GROUP INC	300.00
301118		BDREFUND	BIG D CONSTRUCTION, INC	500.00
301119		BDREFUND	BINGHAM DEVELOPMENT LLC	625.00
301120		BDREFUND	BLOOMINGDALE HOMES INC	4,375.00
301121	*	007359	BRADY INDUSTRIES	370.27
301122		BDREFUND	BRANDON ASCROFT LLC	200.00
301123		BDREFUND	BRIDAL COUTURE OF BIRMINGHAM	100.00
301124		BDREFUND	BUSH, MARO	100.00
301125		BDREFUND	C & L WARD BROS CO	100.00
301126		003907	CADILLAC ASPHALT, LLC	284.57
301127	*	MISC	CALIFORNIA STATE CONTROLLER	200.00
301128		000595	CARRIER & GABLE INC	80.00
301129	*	000444	CDW GOVERNMENT INC	313.60
301130		BDREFUND	CEDAR PRESERVATION SYSTEMS LLC	200.00
301131		000902	CENGAGE LEARNING INC	30.39
301132	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,631.09
301133		BDREFUND	CONKLIN, JEFFREY K	100.00
301134		BDREFUND	CONSTANTINE CONSTRUCTION INC	100.00
301135	*	000627	CONSUMERS ENERGY	4,549.01
301136		BDREFUND	COOK DOBBIE, SHERRY	100.00
301137		BDREFUND	COUNTRYSIDE CONSTRUCTION COMPANY, I	16,000.00
301138		BDREFUND	CRANBROOK CONTRACTUAL SERVICES	100.00
301139	*	009815	CULLIGAN E-ANN ARBOR/DETROIT	27.45

City of Birmingham

Warrant List Dated 11/28/2024

Meeting of 12/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
301140		BDREFUND	DANIEL J MURPHY	200.00
301141		BDREFUND	DAVID J IVANKO	100.00
301142		000233	DEAN SELLERS	5,440.48
301143		BDREFUND	DERIC BOMAR	100.00
301144		005318	DEWOLF & ASSOCIATES, LLC	1,440.00
301145		BDREFUND	Douglas Clair Hodskins	100.00
301146	*	000179	DTE ENERGY	179.26
301147	*	000179	DTE ENERGY	44.26
301148	*	000179	DTE ENERGY	6,511.86
301149	*	000180	DTE ENERGY	9,570.08
301150		BDREFUND	EASY EXIT EGRESS WINDOWS	100.00
301151		BDREFUND	EGRESS SOLUTIONS INC	100.00
301152	*	004493	ELITE IMAGING SYSTEMS, INC	799.28
301153		001495	ETNA SUPPLY	2,460.00
301154	*	001223	FAST SIGNS	656.21
301155		BDREFUND	FINISHED BASEMENTS PLUS LLC	400.00
301156	*	007366	FIRST ADVANTAGE OCCUPATIONAL CORP	142.60
301157		007212	FOSTER BLUE WATER OIL	455.79
301158		BDREFUND	FOUNDATION AUTHORITY	100.00
301159		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	500.00
301160		BDREFUND	FUSION BUILDING COMPANY LLC	300.00
301161		BDREFUND	GABLE ROOFING	100.00
301162	*	009556	MADELINE GOLD	297.00
301163		BDREFUND	GREAT LAKES CUSTOM BUILDER LLC	2,000.00
301164	*	008007	GREAT LAKES WATER AUTHORITY	8,490.90
301165		001531	GUNNERS METER & PARTS INC	140.00
301166		BDREFUND	HEWSON HOMES LLC	500.00
301167		BDREFUND	HILL, GEOFFREY S	200.00
301168		BDREFUND	HM HOMES LLC	1,000.00
301169	*	001956	HOME DEPOT CREDIT SERVICES	938.21
301170		BDREFUND	HOMEOWNER-VALENTI	500.00
301171		BDREFUND	HRH CONSTRUCTION LLC	2,000.00
301172		BDREFUND	IDEAL BUILDERS AND REMODELING INC	17,500.00
301173		BDREFUND	INTERNATIONAL BUILDERS	200.00
301174	*	006695	J. P. COOKE COMPANY	204.75
301175		BDREFUND	JAMES BURKE	100.00
301176		BDREFUND	JCB DESIGN AND BUILD LLC	300.00
301177		BDREFUND	JESHURUN, MARTHA A	100.00
301178		000347	JOHN R. SPRING & TIRE CENTER INC.	1,350.00
301179	*	MISC	JUDITH GREEN	345.00
301180		BDREFUND	KBJ GROUP LLC	5,000.00
301181		BDREFUND	KEARNS BROTHERS INC	100.00
301182		BDREFUND	KNAPP BROS	200.00

City of Birmingham
Warrant List Dated 11/28/2024

Meeting of 12/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
301183		BDREFUND	KOPKE REMODELING AND DESIGN	200.00
301184		BDREFUND	KURTIS KITCHEN & BATH CENTERS	200.00
301185		BDREFUND	LABELLE SASH & SCREEN	100.00
301186		BDREFUND	LAMARCO HOMES LLC	1,600.00
301187		BDREFUND	LANDAU, STEVEN	100.00
301188	*	007582	DOMINIC LANE	125.20
301189		008518	LERMA, INC	75.00
301190		009375	LITHIA MOTORS, INC SUPPORT SERVICES	488.73
301191		BDREFUND	LIVE WELL CUSTOM HOME LLC	2,670.00
301192		BDREFUND	LLL BUILDERS	3,300.00
301193	*	MISC	LOUISIANA DEPT OF THE TREASURY	491.37
301194		BDREFUND	LYNCH CUSTOM HOMES	1,750.00
301195		007910	MACALLISTER RENTALS	2,744.50
301196		BDREFUND	MAPLEWOOD OFFICE PARK LLC	200.00
301197		BDREFUND	MARKET SQ ENTERPRISES LLC	100.00
301198	*	009546	MASTERS TELECOM	64.28
301199		BDREFUND	MICHAEL HORNUNG	500.00
301200		001660	MICHIGAN CAT	349.41
301201	*	001228	STATE OF MICHIGAN-BOILERS	300.00
301202		006349	MIDWEST COLLABORATIVE	14,974.05
301203		000230	MIKE SAVOIE CHEVROLET INC	427.46
301204		BDREFUND	MILLS SIDING & ROOFING	200.00
301205	*	MISC	MISSOURI STATE TREASURER'S OFFICE	500.00
301206		BDREFUND	N & J EXCAVATING	839.13
301207	*	005431	NILFISK, INC.	729.70
301208	*	001686	OAKLAND CO CLERKS ASSOC	90.00
301209		002853	OAKLAND COMMUNITY COLLEGE	650.00
301210	*	000919	OAKLAND COUNTY TREASURER	876.00
301211	*	008657	OCBOA	2,015.00
301212	*	004370	OCCUPATIONAL HEALTH CENTERS	596.00
301213	*	009478	ODP BUSINESS SOLUTIONS, LLC	110.11
301214		BDREFUND	PARO CONSTRUCTION LLC	100.00
301215		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00
301216		BDREFUND	PURE ENERGY WINDOW	100.00
301217		BDREFUND	PYTIK DESIGN & BUILD	200.00
301218		BDREFUND	R. GARI SIGN & DISPLAY, INC	200.00
301219		002786	JOHN E. REID & ASSOC. INC	580.00
301220		BDREFUND	RENEWAL BY ANDERSEN	1,000.00
301221		BDREFUND	ROYAL REMEDIATION	100.00
301222	*	007934	JEFF RUSHING	343.33
301223		BDREFUND	SACHSE CONSTRUCTION	1,000.00
301224		BDREFUND	SCHOENHERR HOMES LLC	100.00
301225		006850	SHELBY AUTO TRIM, INC.	150.00

City of Birmingham

Warrant List Dated 11/28/2024

Meeting of 12/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
301226		009769	SHIELD LEADERSHIP INSTITUTE	1,395.00
301227		BDREFUND	SHOWPLACE BUILDERS INC.	200.00
301228	*	009009	SIGNATURE CLEANING LLC	737.77
301229		009641	SINCLAIR RECREATION, LLC	73.00
301230		BDREFUND	SINGLE PLY INTERNATIONAL OF MI	100.00
301231		BDREFUND	SKLAR, ZACHARY	500.00
301232		BDREFUND	SMOLYANOV HOME IMPROVMENT	100.00
301233	*	009184	SPECTRUM PRINTERS INC	419.42
301234	*	009964	STAGE2 DATA INC.	1,491.84
301235	*	MISC	SUSAN ELBEN	50.00
301236		BDREFUND	SZYMECKO, JEREMY	100.00
301237		BDREFUND	TEMPLETON BUILDING COMPANY	500.00
301238		BDREFUND	THE IRONHEAD TRUST	100.00
301239	*	009850	THE TOLEDO TICKET CO.	1,455.13
301240	*	009905	THIELEN TURF IRRIGATION INC	320,351.70
301241		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	500.00
301242		BDREFUND	TIMMIS III, GERALD C	200.00
301243		BDREFUND	TOWER CONSTRUCTION LLC	500.00
301244	*	004379	TURNER SANITATION, INC	290.00
301245	*	001279	US FIGURE SKATING ASSOC.	665.00
301246	*	000158	VERIZON WIRELESS	406.28
301247	*	000158	VERIZON WIRELESS	98.48
301248		BDREFUND	WALLSIDE INC	2,000.00
301249	*	009026	WELLS FARGO VENDOR FIN SERV	768.47
301250		BDREFUND	ZAKI, MINA	375.00
301251		BDREFUND	ZAMORA CONSTRUCTION LLC	100.00
301252	*	008008	JEFF ZIELKE	203.10
SUBTOTAL PAPER CHECK				\$492,869.40
<u>ACH TRANSACTION</u>				
12115	*	000517	BEIER HOWLETT PC	47,511.67
12116	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	94,110.74
12117	*	009095	STEVEN BONORA	25.00
12118		009352	CHRISTINA WOODS	198.32
12119		009122	CLAIRE CHUNG	184.00
12120		000605	CINTAS CORPORATION	195.69
12121		000605	CINTAS CORPORATION	45.04
12122	*	000605	CINTAS CORPORATION	31.90
12123	*	009937	CITY OF BIRMINGHAM #264	38,581.63
12124		002234	CMP DISTRIBUTORS INC	2,000.00
12125		009840	THOMAS S. KLISE COMPANY, INC	1,128.52
12126	*	009195	CROWN CASTLE FIBER LLC	4,429.79
12127		009024	D.M. BURR GROUP	4,891.29
12128	*	009557	ZECO, INC	550.00

City of Birmingham
Warrant List Dated 11/28/2024

Meeting of 12/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
12129	*	000565	DORNBOS SIGN & SAFETY INC	193.95
12130		000196	EJ USA, INC.	3,725.94
12131		000213	FIRE DEFENSE EQUIP CO INC	991.38
12132		001230	FIRE SYSTEMS OF MICHIGAN LLC	1,836.42
12133	*	000929	CONNIE FOLK	3,000.00
12134	*	009387	FRAIBERG & PERNIE PLLC	750.00
12135	*	000243	GRAINGER	120.00
12136		007927	MICHELLE HOLLO	805.00
12137		000331	HUBBELL ROTH & CLARK INC	40,200.74
12137	*	000331	HUBBELL ROTH & CLARK INC	960.24
12138		000261	J.H. HART URBAN FORESTRY	61,040.37
12139	*	003458	JOE'S AUTO PARTS, INC.	306.85
12140	*	008827	KANOPY, INC	464.95
12141	*	005465	RYAN KEARNEY	58.99
12142	*	007096	CANDACE KUK-LAFERLE	435.00
12143		002438	LAIRD PLASTICS INC	90.00
12144	*	005550	LEE & ASSOCIATES CO., INC.	1,259.94
12145	*	003527	LOWER HURON SUPPLY CO INC	563.63
12146		001417	MAJIK GRAPHICS INC	260.00
12147	*	009582	MARC SCHWARTZ	455.00
12148	*	009573	MICHIGAN ECON DEVELOPMENT CORP.	18,114.50
12149		000377	MICHIGAN MUNICIPAL LEAGUE	2,700.00
12150		002013	MIDWEST TAPE	9,931.52
12151	*	005634	GINA MOODY	77.21
12152		009596	WP COMPANY LLC	2,205.00
12153		001194	NELSON BROTHERS SEWER	2,499.00
12154		007755	NETWORK SERVICES COMPANY	1,354.50
12155	*	007856	NEXT	31,658.00
12156		001864	NOWAK & FRAUS ENGINEERS	58,750.50
12157	*	006359	NYE UNIFORM COMPANY	237.55
12158	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	165,884.15
12159	*	006027	PENCHURA, LLC	258.00
12160		008028	PK SAFETY SUPPLY	501.00
12161	*	009655	POWERVAC	3,248.00
12162	*	005344	RESERVE ACCOUNT	8,000.00
12163		000254	SOCRRA	79,105.00
12164		000273	TERMINAL SUPPLY CO.	461.28
12165		005861	UNIQUE MGMT SERVICE, INC	61.80
12166	*	000969	VIGILANTE SECURITY INC	528.00
SUBTOTAL ACH TRANSACTION				\$696,977.00

City of Birmingham
Warrant List Dated 11/28/2024

Meeting of 12/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$1,189,846.40

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mark Gerber
Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.

City of Birmingham

Warrant List Dated 12/05/2024

Meeting of 12/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
301253	*	006759	AT&T	1,281.78
301254	*	002231	BILLINGS LAWN EQUIPMENT INC.	83.73
301255	*	003904	CAPITAL ONE BANK	7,084.92
301258		007732	CAPITAL TIRE, INC.	146.00
301259	*	000444	CDW GOVERNMENT INC	475.66
301260	*	008540	CERTIFIED LABORATORIES	853.35
301261	*	007774	COMCAST BUSINESS	1,286.94
301262	*	000627	CONSUMERS ENERGY	1,994.74
301263	*	TAXMISC	CORELOGIC TAX SERVICE	1,539.00
301264	*	009145	CREATIVE COLLABORATIONS	3,800.00
301265	*	009549	DAN'S LAWN MAINTENANCE	3,050.00
301266		000575	DEMCO, INC	384.76
301267	*	000179	DTE ENERGY	195.98
301268	*	000179	DTE ENERGY	21.11
301269	*	000179	DTE ENERGY	178.00
301270		000179	DTE ENERGY	28.09
301271	*	000179	DTE ENERGY	1,738.94
301272	*	000179	DTE ENERGY	39.40
301273	*	000179	DTE ENERGY	216.72
301274	*	000179	DTE ENERGY	6,657.02
301275	*	000179	DTE ENERGY	1,671.84
301276	*	000179	DTE ENERGY	3,951.71
301277	*	000179	DTE ENERGY	2,149.74
301278	*	000179	DTE ENERGY	17.62
301279	*	000179	DTE ENERGY	1,191.10
301280	*	000179	DTE ENERGY	46.26
301281	*	000179	DTE ENERGY	18.34
301282	*	000179	DTE ENERGY	22.48
301283	*	000179	DTE ENERGY	19.61
301284	*	000179	DTE ENERGY	523.70
301285	*	000179	DTE ENERGY	31.93
301286	*	007505	EAGLE LANDSCAPING & SUPPLY	140.00
301287		001495	ETNA SUPPLY	2,471.22
301288	*	001223	FAST SIGNS	3,977.25
301289	*	000936	FEDEX	16.44
301290	*	009972	FELDMAN IMPORTS LLC	41,849.00
301291	*	004604	GORDON FOOD	36.53
301292	*	006666	GRID 4 COMMUNICATIONS INC.	227.62
301293		001822	GRISSIM METZ ANDRIESE ASSOCIATES	15,054.95
301294	*	001956	HOME DEPOT CREDIT SERVICES	659.47
301295	*	009563	HOWIES HOCKEY INC	75.90
301296	*	MISC	JOEL CAMPBELL	1,450.00

City of Birmingham

Warrant List Dated 12/05/2024

Meeting of 12/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
301297	*	007672	JOHN CAMERON & SON WELL DRILLING	1,180.00
301298	*	000888	MCKENNA ASSOCIATES INC	58,130.63
301299	*	009143	MICHAEL SHUKWIT	250.00
301300	*	009977	MICHIGAN STATE INDUSTRIES	150.00
301301		007146	MIDSTATES RECREATION	1,901.64
301302		000230	MIKE SAVOIE CHEVROLET INC	794.47
301303	*	004370	OCCUPATIONAL HEALTH CENTERS	90.00
301304		007823	PITNEY BOWES GLOBAL FINANCIAL	479.25
301305		009612	PLAYAWAY PRODUCTS LLC	53.99
301306		002405	R.D. WHITE CO., INC.	1,075.00
301307	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
301308	*	007817	SAND SALES COMPANY LLC	2,465.47
301309	*	000286	TARGET SPECIALTY PRODUCTS	1,880.00
301310	*	004058	TOP HAT & TAILS CARRIAGE CO INC	6,300.00
301311	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	360.00
301312	*	001279	US FIGURE SKATING ASSOC.	70.00
301313	*	000158	VERIZON WIRELESS	755.96
301314	*	000158	VERIZON WIRELESS	1,008.07
301315	*	004497	WATERFORD REGIONAL FIRE DEPT.	241.36
301316		001490	WEST SHORE FIRE INC	2,131.80
301317	*	009147	SCOTT ZIELINSKI	308.00
SUBTOTAL PAPER CHECK				\$186,323.34

ACH TRANSACTION

12167		000605	CINTAS CORPORATION	195.69
12168		000605	CINTAS CORPORATION	331.00
12169		002668	CONTRACTORS CLOTHING CO	252.00
12170		009873	D/A CENTRAL INC.	20,755.02
12171	*	000565	DORNBOS SIGN & SAFETY INC	701.27
12172	*	003801	JANA ECKER	517.00
12173	*	007807	G2 CONSULTING GROUP LLC	461.00
12174	*	000243	GRAINGER	93.41
12175		000331	HUBBELL ROTH & CLARK INC	24,250.00
12176		000948	HYDROCORP	1,429.00
12177	*	008851	INSIGHT INVESTMENT	8,433.81
12178		000261	J.H. HART URBAN FORESTRY	29,903.25
12179		009249	JCC CREATIVE LLC	750.00
12180		009298	JCR SUPPLY INC	2,128.04
12181	*	003458	JOE'S AUTO PARTS, INC.	1,775.10
12182	*	003527	LOWER HURON SUPPLY CO INC	1,251.00
12183		001194	NELSON BROTHERS SEWER	1,637.00
12184		007755	NETWORK SERVICES COMPANY	203.92
12185	*	006359	NYE UNIFORM COMPANY	2,101.00
12186	*	001753	PEPSI CO	833.28

City of Birmingham
Warrant List Dated 12/05/2024

Meeting of 12/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
12187		008028	PK SAFETY SUPPLY	107.72
12188	*	002852	QMI GROUP INC	102.96
12189	*	000478	ROAD COMM FOR OAKLAND CO	2,954.27
12190	*	001181	ROSE PEST SOLUTIONS	134.00
SUBTOTAL ACH TRANSACTION				\$101,300.74
GRAND TOTAL				\$287,624.08

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mark Gerber
Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.



MEMORANDUM

Engineering Department

DATE: December 3, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: 2024-2025 Cape Seal Program, Contract #5-25(P)
Set Public Hearing Dates for Notice of Necessity and Confirmation of Roll for Paving
Special Assessment District (SAD)

INTRODUCTION:

The Engineering Department is currently working on the 2024-2025 Cape Seal Program on eight (8) streets in the City. The existing unimproved road surface will be restored with a new cap-seal treatment as part of the unimproved street maintenance program.

BACKGROUND:

Most of the streets are located between N. Eton and Coolidge Highway north of Maple Road, Adams Road, and S. Eton south of Maple Road. There are two additional streets outside of these two areas that are part of the project: Ann Street from Frank north to the dead end, and Northlawn from Southfield to Shipman. The streets selected for this project were rated in poor condition in the 2023 PASER (Pavement Surface Evaluation and Rating). City policy has been to defray the costs of cape-seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that benefit from this treatment.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures.

FISCAL IMPACT:

Revenue generated from the Pavement SAD for the 2024-2025 Cape Seal Program will defray costs incurred by the City for the construction of these improvements.

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

N/A

PUBLIC COMMUNICATIONS:

Notice of the Hearing of Necessity and Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department will hold a property owners meeting on Tuesday, January 7, 2025, from 5:30 pm to 7:00 pm to explain the associated work, and assessment cost, and answer questions.

SUMMARY:

The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for the installation of new pavement as part of the 2024-2025 Cape Seal Program be scheduled at the regularly scheduled City Commission meeting on January 13, 2025, followed by a Public Hearing for Confirmation of the Roll on January 27, 2025.

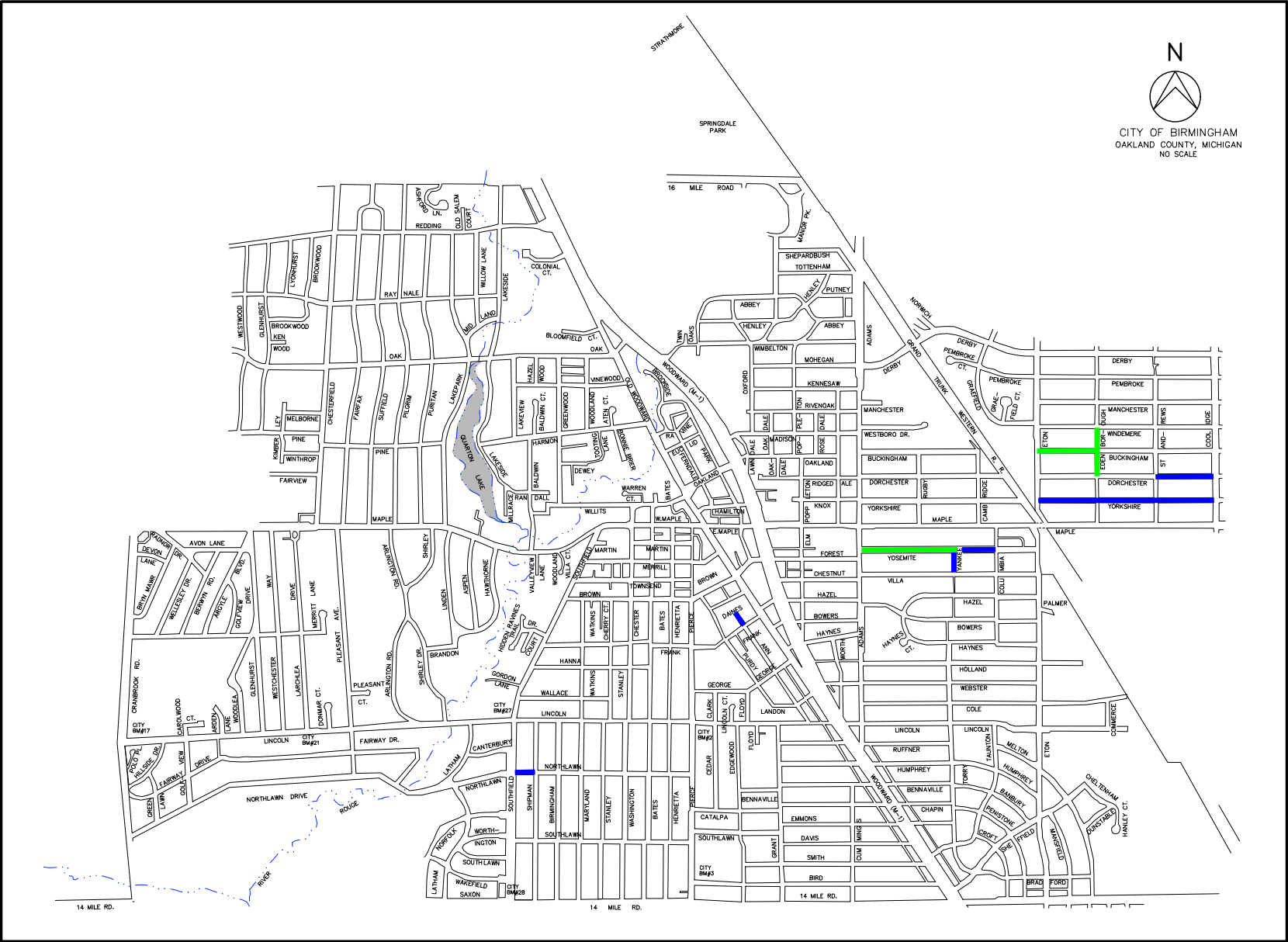
ATTACHMENTS:

- Map of Proposed Special Assessment District for Cape Seal Treatment (1 page)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set the Public Hearing of Necessity for the road surface cape seal treatment meeting the requirements for assessment, for all properties within the project area on Yorkshire Road from N. Eton to Coolidge Highway, Dorchester Road from St. Andrews to Coolidge Highway, Buckingham Avenue from N. Eton to Edenborough, Edenborough Road from Dorchester to Windermere, Yosemite Boulevard from Adams to Columbia, Yankee Avenue from Villa to Yosemite, Ann Street from Frank to the dead end, and Northlawn from Southfield to Shipman on Monday, January 13, 2025, at 7:30 P.M.; and

If necessity is determined on January 13, 2025, to meet on Monday, January 27, 2025, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the new pavement installation meeting the requirements for assessment, for all properties within the project area on Yorkshire Road from N. Eton to Coolidge Highway, Dorchester Road from St. Andrews to Coolidge Highway, Buckingham Avenue from N. Eton to Edenborough, Edenborough Road from Dorchester to Windermere, Yosemite Boulevard from Adams to Columbia, Yankee Avenue from Villa to Yosemite, Ann Street from Frank north to the dead end, and Northlawn from Southfield to Shipman.





MEMORANDUM

Engineering Department

DATE: December 3, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: American Rescue Plan Act

INTRODUCTION:

The Engineering Department is estimating \$225,000-\$275,000 will be remaining in American Rescue Plan Act (ARPA) funds if all lead water services are replaced by December 2026. City staff would like to use the remaining \$200,000.00-\$250,000.00 ARPA funds for future fiscal year audit fees and to purchase a new ambulance, Rescue 1.

BACKGROUND:

At the June 28, 2021, City Commission Meeting, a motion was passed to spend all of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from the American Rescue Plan Act (ARPA) on lead service line replacement. At that time, the cost of replacing all lead service lines was approximately \$4-\$5 million. Our water authority, Southeastern Oakland County Water Authority, issued bids for a contract for lead service replacement for communities in the water authority to use, and the bids came in lower than expected.

The Engineering Department has projected the costs for lead service replacement through December 2026 when the ARPA funds need to be spent. Out of the \$2,247,742.64 ARPA Funds, the City has spent approximately \$1,318,309.51 through September 2024 and is anticipating spending \$704,737.00 to replace the rest of the lead services by December 2026, assuming the cooperation of homeowners. This leaves approximately \$224,696.13 remaining in ARPA, or a range of \$200,000.00-\$250,000.00

ARPA funds can be used on other eligible items that were provided at the June 28, 2021, City Commission Meeting. City staff would like to use \$24,000.00 on audit fees: \$8,000 for the fiscal year 2024/2025, \$8,000 for the fiscal year 2025/2026, and \$8,000 for the fiscal year 2026/2027. After those expenditures, the remaining ARPA funds, approximately \$200,696.13, would go towards purchasing a new ambulance for the Fire Department.

LEGAL REVIEW:

The City Attorney has reviewed the proposed resolution and has no objections as to form or content.

FISCAL IMPACT:

Using the remaining estimated ARPA funds towards audit fees and the purchase of an ambulance will maximize the use of these funds and keep funds available for future fire equipment purchases.

SUSTAINABILITY:

N/A.

DESIGN CONSIDERATIONS:

N/A.

PUBLIC COMMUNICATIONS:

The Engineering Department provides updates to the Lead Service Replacement Program and the progress the City is making toward their replacements. When the Fire Department receives the new ambulance, Recuse 1, it will be at the annual DPS Open House and in the E-newsletter.

SUMMARY:

City staff recommends the estimated remaining ARPA funds for lead service replacement first be used towards \$24,000 of audit fees for fiscal year 24/25, fiscal year 25/26, and fiscal year 26/27. The remaining ARPA funds are recommended to go towards purchasing a new ambulance for the Fire Department.

ATTACHMENTS:

- June 28, 2021, City Commission memo

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to authorize the City Manager to use the City's allocation of Coronavirus State and Local Fiscal Recovery Funds toward lead service line replacement and any remaining funds not spent on lead service replacement be used as follows: a total of \$24,000.00 be put towards audit fees for fiscal year 24/25, fiscal year 25/26, and fiscal year 26/27, and the remaining amount, estimated at \$200,696.13, be used towards the purchase of a new ambulance, Rescue 1.



MEMORANDUM

Finance Department

DATE: June 11, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: American Rescue Plan Act

INTRODUCTION:

The City will be eligible to receive approximately \$2M of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from the American Rescue Plan Act (ARPA). The State of Michigan will be making these funds available soon, so the City needs to decide on how these funds will be spent.

BACKGROUND:

The American Rescue Plan Act (ARPA), signed into law in March 2021, provides \$350 billion in Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) to states and local governments to combat the continued impact of the COVID-19 pandemic. The City's portion of these funds is estimated to be approximately \$2 million.

Eligible uses of the CSLFRF fall into four broad categories:

Public health & economic impacts

Expenditures qualifying under public health and economic impact can be used to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality. Eligible uses in this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.

Premium pay

Premium pay can be provided to eligible workers performing essential work during the COVID-19 public health emergency.

Revenue loss

Revenue loss should be used to provide government services to the extent of a reduction in revenue due to the COVID-19 public health emergency. The revenue loss will be measured relative to revenues collected in the most recent full fiscal year prior to the emergency. The revenue loss will be calculated in aggregate rather than on a source by source basis.

Investments in water, sewer, or broadband infrastructure

Investments in infrastructure category allows a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services. For water and sewer infrastructure, governments have wide latitude to identify investments that are of the highest priority for their own communities, which may include projects on privately owned infrastructure.

According to the Act, 50% of the funds will be made available to the state for distribution immediately, with the remaining 50% distributed 1 year later. The funds must be obligated by December 31, 2024 and those obligated funds must be spent by December 31, 2026.

The City Manager is recommending that these funds be used to expedite the replacing of lead service lines as required by state law.

LEGAL REVIEW:

No legal review is necessary at this time.

FISCAL IMPACT:

The City has approximately 700 lead service lines that need replacing. The total cost of replacing all the lines is estimated to be approximately \$4-\$5 million dollars. In fiscal year 2020-2021, the City budgeted \$800,000 for replacement of lead service lines and has budgeted another \$900,000 for fiscal year 2021-2022. This project is being funded by \$500,000 in property taxes per year with the remaining amount being funded from reserves.

Assuming that the City continues to fund approximately \$900,000 in subsequent years, the City should be able to replace all the lead lines in 5-6 years. By using the CSLFRF funds, the City should be able to complete this project in 3-4 years assuming contractor availability and cooperation of the homeowner.

SUMMARY:

Replacing lead service lines using CSLFRF is an eligible expense, reduces the time necessary to replace all the lines, and eliminates a property tax funded obligation in the future.

ATTACHMENTS:

1. Article from Plante & Moran "The American Rescue Plan Act: Identifying eligible uses by governments"

SUGGESTED RESOLUTION:

To authorize the City Manager to use the City's allocation of Coronavirus State and Local Fiscal Recovery Funds towards lead service line replacement.



The American Rescue Plan Act: Identifying eligible uses by governments

DANNY SKLENICKA / MICHELLE WATTERWORTH / AMANDA WARD

June 2, 2021 / Article

Government agencies receiving federal Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) under the American Rescue Plan Act, need to carefully consider the best use of these funds. Read our overview of current guidance on eligible expenditures over the period of performance.



The American Rescue Plan Act (ARPA), signed into law in March 2021, provides \$350 billion in relief to states and local governments to combat the continued impact of the COVID-19 pandemic. To offer swift guidance on the use of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), the U.S. Department of Treasury (Treasury) published the interim final rule (IFR) on May 10, 2021, through an expedited rule-making process. The IFR outlines the requirements for CSLFRF and went into effect immediately upon issuance, despite the fact that Treasury is seeking comment on all aspects of the rule. If warranted by public comments, the IFR may subsequently be modified, but that doesn't change its current authoritative status.

The IFR establishes a framework for determining the types of programs and services eligible under this program, along with examples of uses that state and local governments may consider. These uses build on eligible expenditures under the Coronavirus Relief Fund issued through the CARES Act by recognizing a broad range of additional eligible uses. The objective of CSLFRF is to help governments support the families, businesses, and communities hardest hit by the COVID-19 public health emergency.

Eligible state, territorial, metropolitan city, county, and tribal governments may request their allocation of CSLFRF through the Treasury Submission Portal. Eligible local governments classified as nonentitlement units — generally local governments with populations under 50,000 — will receive this funding through their applicable state government.

With the IFR guidance in mind, we recommend you consider the following as you begin to plan how you'll use this funding: (1) eligible uses, (2) ineligible uses, and (3) appropriate planning for spending.

Eligible uses of CSLFRF

Eligible uses of CSLFRF fall into four broad categories:

1. Public health & economic impacts
2. Premium pay
3. Revenue loss
4. Investments in water, sewer, or broadband infrastructure

Expenditures qualifying under public health and economic impact can be used to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality. Eligible uses in this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.

Expenditures qualifying under public health and economic impact can be used to respond to the public health emergency with respect to COVID-19 or its negative economic impacts.

A nonexhaustive list of eligible expenditures identified in the IFR includes:

- COVID-19 mitigation and prevention programs (medical care, testing, contract tracing, purchases of PPE, public communication efforts)
- Behavioral health and substance abuse treatment
- Payroll and covered benefits for public health and safety personnel
- Addressing disparities in public health outcomes and responding to negative impacts on households and individuals
- Qualifying business loans and grants
- Rehiring staff for state and local governments
- Aid to impacted industries such as tourism, travel, and hospitality
- Affordable housing in qualifying areas
- Serving the homeless

The IFR also provides flexibility to use CSLFRF payments for programs or services not identified in the nonexhaustive list by providing considerations for evaluating other potential uses.

Premium pay can be provided to eligible workers performing essential work during the COVID-19 public health emergency. A few of the more important aspects in the IFR related to premium pay include the following:

- The ARPA defines premium pay as an amount up to \$13 per hour, in addition to wages or remuneration the worker otherwise receives.
- Premium pay is limited to an aggregate amount not to exceed \$25,000 per eligible worker.
- Premium pay or grants provided using CSLFRF should prioritize compensation of those lower-income eligible workers who perform essential duties.
- Premium pay that increases a worker's total pay above 150% of their residing state's average annual wage for all occupations or their residing county's average annual wage, whichever is higher, must be supported by written justification of how the premium pay is responsive to individuals performing essential work during the public health emergency.
- Providing retrospective premium pay is encouraged, where possible, for work performed since the start of the public health emergency (Jan. 27, 2020), recognizing that many essential workers haven't yet received additional compensation for work conducted over the course of many months.
- Essential workers who have already earned premium pay for essential work performed during the COVID-19 public health emergency remain eligible for additional payments; an essential worker may receive both retrospective premium pay for prior

work as well as prospective premium pay for current or ongoing work.

Examples of workers who may qualify for premium pay include:

- Staff at nursing homes, hospitals, and home care settings
- Workers at farms, food production facilities, grocery stores, and restaurants
- Janitors and sanitation workers
- Truck drivers, transit staff, and warehouse workers
- Public health and safety staff
- Childcare workers, educators, and other school staff
- Social service and human services staff

Revenue loss should be used to provide government services to the extent of a reduction in revenue due to the COVID-19 public health emergency. The revenue loss will be measured relative to revenues collected in the most recent full fiscal year prior to the emergency. The IFR provides further guidance and a methodology for this calculation. Note that recipients should look at general revenue in the aggregate, rather than on a source-by-source basis. Given that recipients may have experienced offsetting changes in revenues across sources, this approach is intended to provide a more accurate representation of the effect of the pandemic on overall revenues.

Investments in infrastructure category allows for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband service. Necessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change, or establishes or improves broadband service to unserved or underserved populations to reach an adequate level to permit a household to work or attend school, and that are unlikely to be met with private sources of funds.

For water and sewer infrastructure, governments have wide latitude to identify investments that are of the highest priority for their own communities, which may include projects on privately owned infrastructure. The guidance aligns with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency (EPA) Clean Water State Revolving Fund or Drinking Water State Revolving Fund.

For water and sewer infrastructure, governments have wide latitude to identify investments that are of the highest priority for their own communities.

For broadband infrastructure, eligible investments are those designed to provide services meeting adequate speeds and provided to unserved and underserved households and businesses. The IFR offers governments flexibility to identify the specific locations within their communities to be served and to otherwise design the project.

Ineligible uses of CSLFRF

The ARPA includes two provisions that define the boundaries of the statute's eligible uses. First, ARPA prohibits recipients from using the funds for deposit into a pension fund. A deposit under the Act refers to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the IFR doesn't permit CSLFRF to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient's regular timing for making such payments. It's important to understand that a deposit is distinct from a payroll contribution, which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a predetermined percentage of employees' wages and salaries. Therefore, if an employee's wages and salaries are an eligible use of CSLFRF, governments may treat the employee's covered benefits, including pension, as an eligible use as well.

ARPA prohibits recipients from using the funds for deposit into a pension fund.

Second, state and territories may not use CSLFRF to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation during the covered period. Note that this prohibition only applies to entities covered under Section 602 of ARPA, not entities covered under Section 603. Therefore, local governments aren't subject to this offset limitation.

Although not explicit in ARPA, payments from CSLFRF are also subject to preexisting limitations provided in other federal statutes and regulations. For example, CSLFRF funds may not be used as a source of an entity's required matching contribution when other federal programs prohibit the use of federal matching funds. It's important to check eligibility requirements of other federal programs before applying CSLFRF.

Finally, the IFR gives additional examples of ineligible uses — expenditures that Treasury believes don't qualify within any of the four broad buckets — including contributions to rainy day funds, payments on outstanding debt, and fees or issuance costs of new debt.

Appropriate planning for the best use of CSLFRF for your community

Within the four broad categories of eligible uses, you'll need to determine the best use of the CSLFRF for your government. The needs for each government will be different, so it's imperative to quickly begin discussions — both within the walls of your government and with your constituents — to start planning so you can maximize the use of these funds for your community.

The needs for each government will be different, so it's imperative to quickly begin discussions — both within the walls of your government and with your constituents.

As you engage in robust discussions about spending CSLFRF, here are some other planning considerations to keep in mind:

- **Period of performance:** Before you begin to plan for spending your CSLFRF award, you must first understand the period of performance, that is, the start of the award and the planned end date. The period of performance or spending period for eligible expenditures begins March 3, 2021, except for retroactive premium pay, which is discussed above. Funds must be obligated by Dec. 31, 2024, and those obligated funds must be spent by Dec. 31, 2026.
- **Double dipping:** With the influx of increased federal funding, you'll likely face the challenge of preventing the same costs from being charged to multiple funding sources. The first two broad eligible categories have similar eligible uses as the Coronavirus Relief Fund (CRF) (CFDA 21.019) and the Coronavirus Emergency Supplemental Funding Program (CESF) (CFDA 16.034), which could raise the risk that the same cost is charged to multiple grants. It's important to establish and ensure adequate cost tracking controls to avoid **double dipping**.
- **Reporting and recordkeeping requirements:** Treasury will establish reporting and recordkeeping requirements, including enhanced reporting requirements for certain uses. For certain types of expenditures, the IFR also includes public disclosure requirements. In addition to ensuring the CSLFRF are used on eligible expenditures, it's also critical for all governments to identify, track, and adhere to the required reporting and public disclosure requirements.
- **Funds are subject to single audit:** Be aware that these funds are subject to the provisions of the Uniform Guidance (2 CFR Part 200) and therefore a single audit is required when total expenditures equal or exceed \$750,000 in a given fiscal year. If you'll have a single audit for the first time or simply would like a refresher, take a look at the following articles:
 - **Top three things to consider if you've received COVID-19 funding**
 - **COVID-19 funding impact on single audits: Key questions and answers**
- **Documentation:** No matter how you choose to use the funding, documentation of any decision-making will be key. The calculation of revenue loss in particular will likely present its own unique challenges in this regard.

Given that the spending period extends to Dec. 31, 2026, projects eligible for CSLFRF can have a lasting impact on communities. In some cases, premium pay and public health expenses may provide more immediate relief while water, sewer, and broadband may provide much-needed services that will benefit constituents well into the future.

Given that the spending period extends to Dec. 31, 2026, projects eligible for CSLFRF can have a lasting impact on communities.

As you consider how to spend your ARPA funds and navigate its complexities, we're here to help. Don't hesitate to reach out.

RELATED AREAS OF FOCUS

COVID-19 resource center

COVID-19 resource center for government

RELATED SERVICES

Single Audit

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MEMORANDUM

Clerk's Office

DATE: December 4, 2024

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Shopping District Board Member Resignation

INTRODUCTION/BACKGROUND:

Birmingham Shopping District Board Member Samy Eid submitted his resignation from the board effective January 1, 2025.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUSTAINABILITY IMPACT:

None.

PUBLIC COMMUNICATIONS:

The City Clerk's office will publish a notice of intention to appoint to this position, post the vacancy on the "board and commission opportunities" portion of the City's website and include it in the City's digital news vehicles as publication schedules permit.

SUMMARY:

The City Commission is being asked to accept the resignation of Samy Eid from the Birmingham Shopping District Board, thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated December 4, 2024.

SUGGESTED COMMISSION ACTION:

To make a motion to accept the resignation of Samy Eid from the Birmingham Shopping District Board, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

Fwd: Fw: Resignation

1 message

Jana Ecker <Jecker@bhamgov.org>

Wed, Dec 4, 2024 at 12:06 PM

To: Alex Bingham <abingham@bhamgov.org>, Mya Brown <mbrown@bhamgov.org>

For CC consent agenda

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

----- Forwarded message -----

From: **Amy Pohlod** <amypohlod@hotmail.com>

Date: Wed, Dec 4, 2024 at 11:34 AM

Subject: Fw: Resignation

To: Jana Ecker <Jecker@bhamgov.org>

Hi,

I was aware this was coming. I just wanted to send this to you so you are aware.

Best wishes,
Amy

From: Samy Eid <samy@chickpeahospitality.com>

Sent: Wednesday, December 4, 2024 11:27 AM

To: Erika Bassett <ebassett@bhamgov.org>; Amy Pohlod <amypohlod@hotmail.com>

Subject: Resignation

Good morning,

Thank you for allowing me the opportunity to serve on the BSD board for the past 7 years. It is unfortunately time for me to resign effective January 1, 2025. I hope that one day I will be able to rejoin the board. Thank you both for all you do for our amazing city.

SAMY EID

President

tel (248)840-8127

[Samy@chickpeahospitality.com](mailto:samy@chickpeahospitality.com)

signatureImage



MEMORANDUM

Finance Department

DATE: December 3, 2024

TO: Jana L. Ecker, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: Fiscal Year 2023-2024 Audit Presentation

Timothy St. Andrew, and Philip Femminineo from Plante and Moran will be present at the City Commission meeting on December 9, 2024, to give a presentation and answer any questions pertaining to the audit report.

The audit report and letter to the Commission was provided under separate cover. The audit report is available for inspection at the Clerk's Office as well as on the City's website.

Attached is their presentation.



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Wealth Management.

City of Birmingham Commission Presentation

For Year Ended June 30, 2024

8A

Presented by:
Tim St. Andrew
Philip Femminineo



City of Birmingham Agenda

- Executive Summary
- Financial Graphs
- Communication with Those Charged with Governance – End of Audit Letter
- Questions

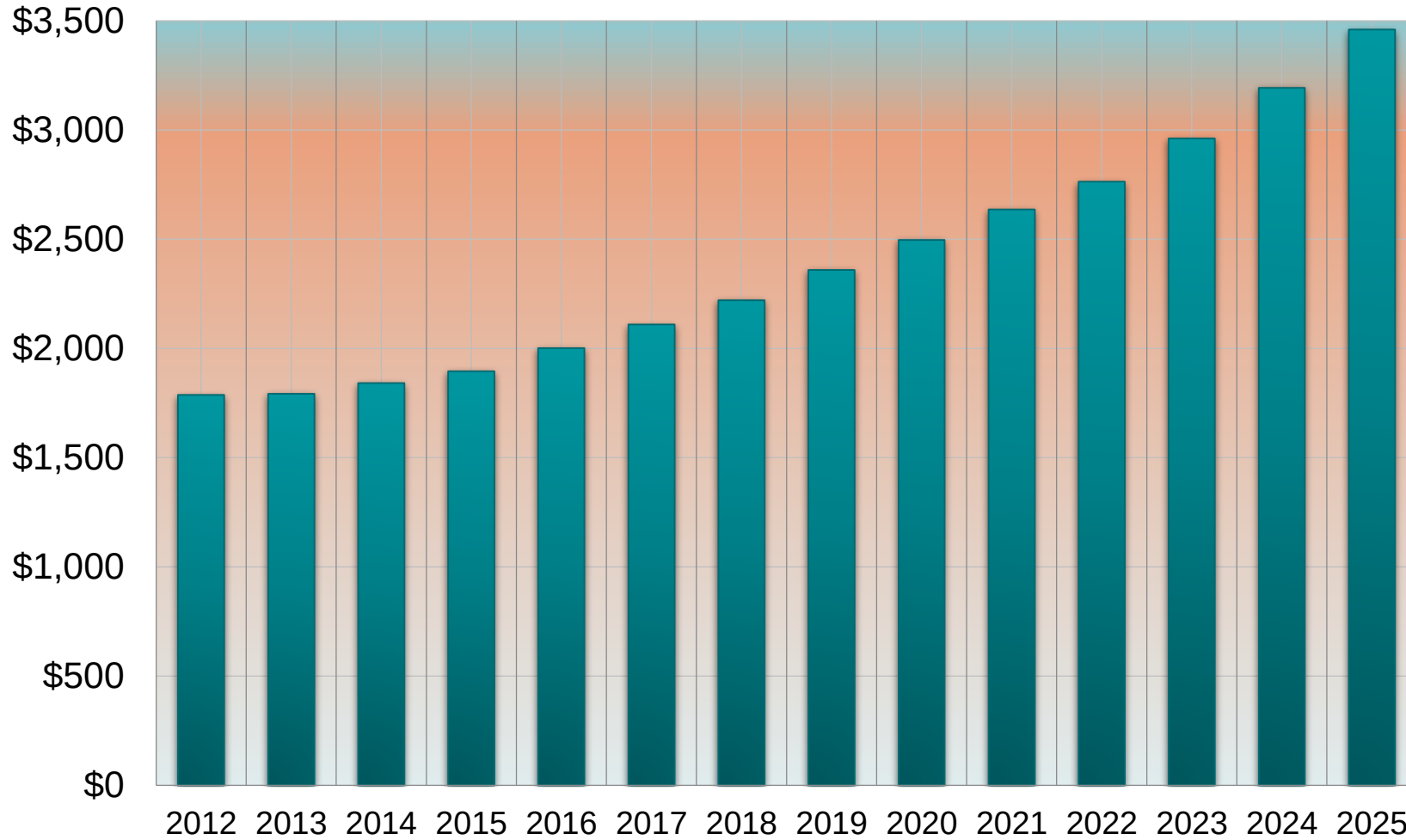


City of Birmingham 2024 Executive Summary

- **Financial Statement Audit** – Unmodified opinion – Highest form of assurance – Opinion now first paragraph in Audit Report
- **Alternative Compliance Examination Engagement** (special engagement for ARPA funding) - CSLFRF–No findings
- **Financial Statement Highlights**
 - General Fund fund balance increased by approximately \$7 million
 - Approximately \$16.6 million was invested in City infrastructure, machinery, and equipment
 - Federal Grants Revenue recognized - \$900k
 - Pension system is 83% funded as of June 30, 2024
 - Retiree healthcare system is 95% funded as of June 30, 2024



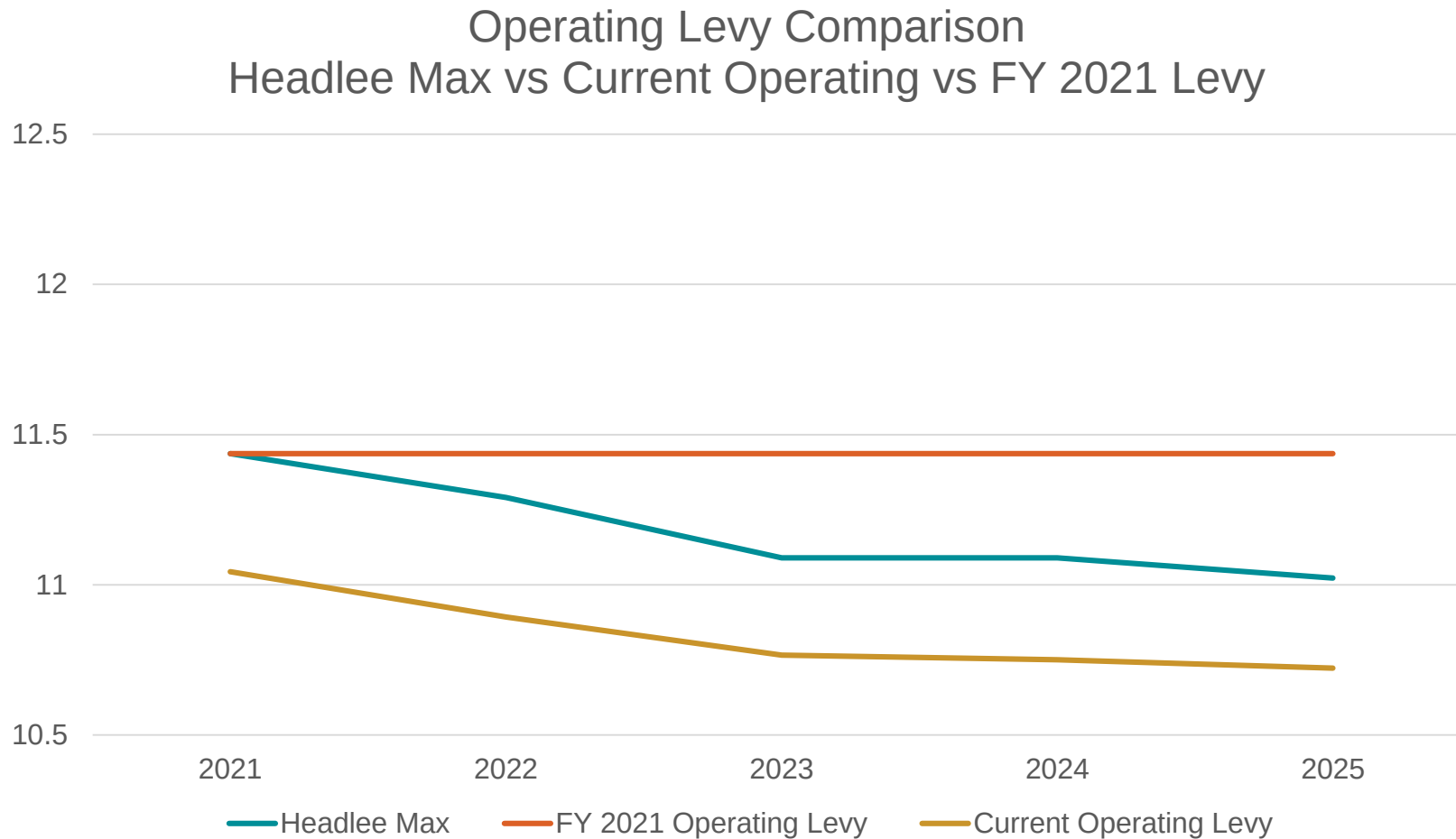
City of Birmingham Total Taxable Values (in millions)





City of Birmingham

Operating Levy Comparison

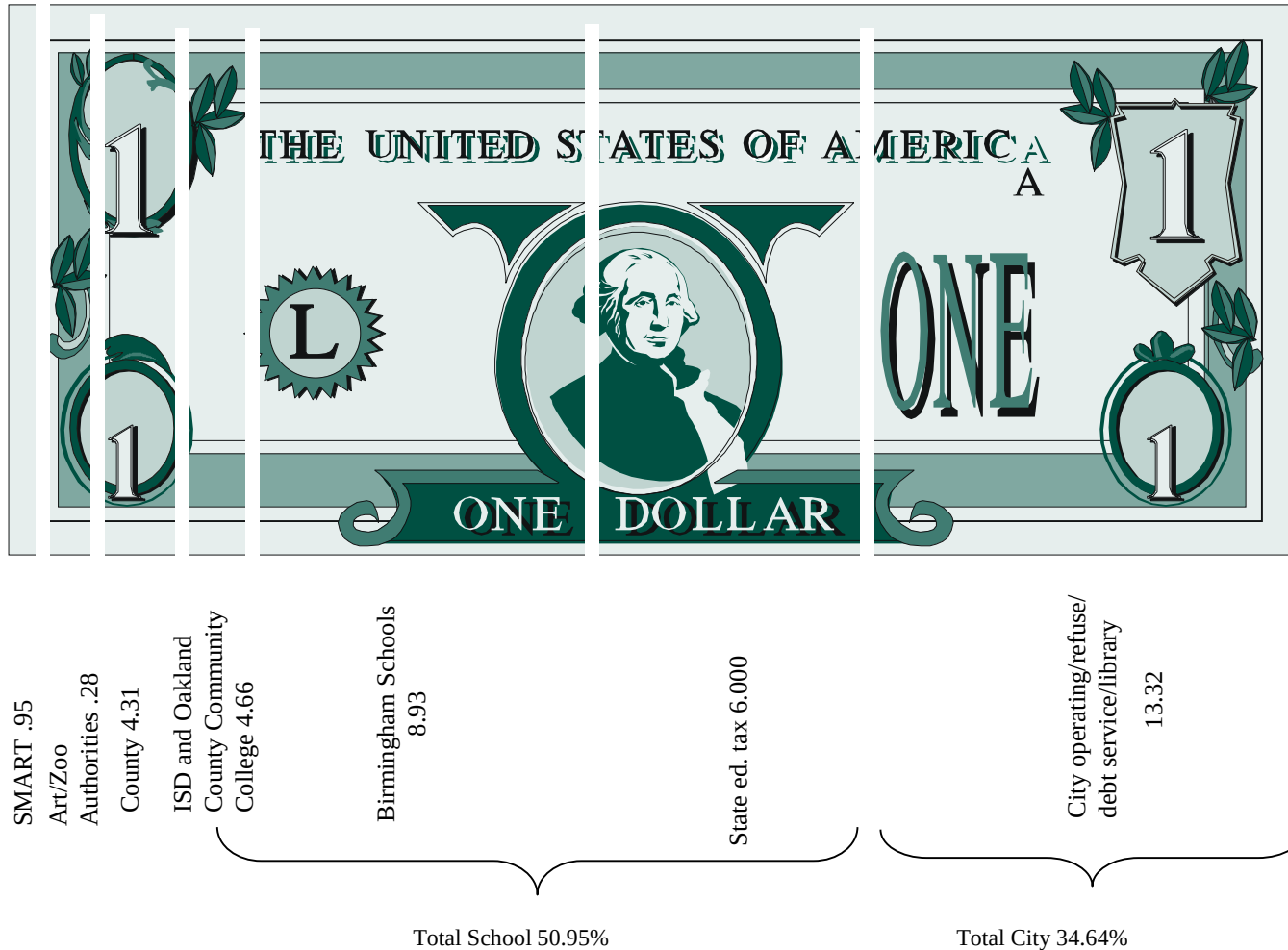




Homestead Property Tax Analysis

2023 Levy

City of Birmingham — Year Ended June 30, 2024

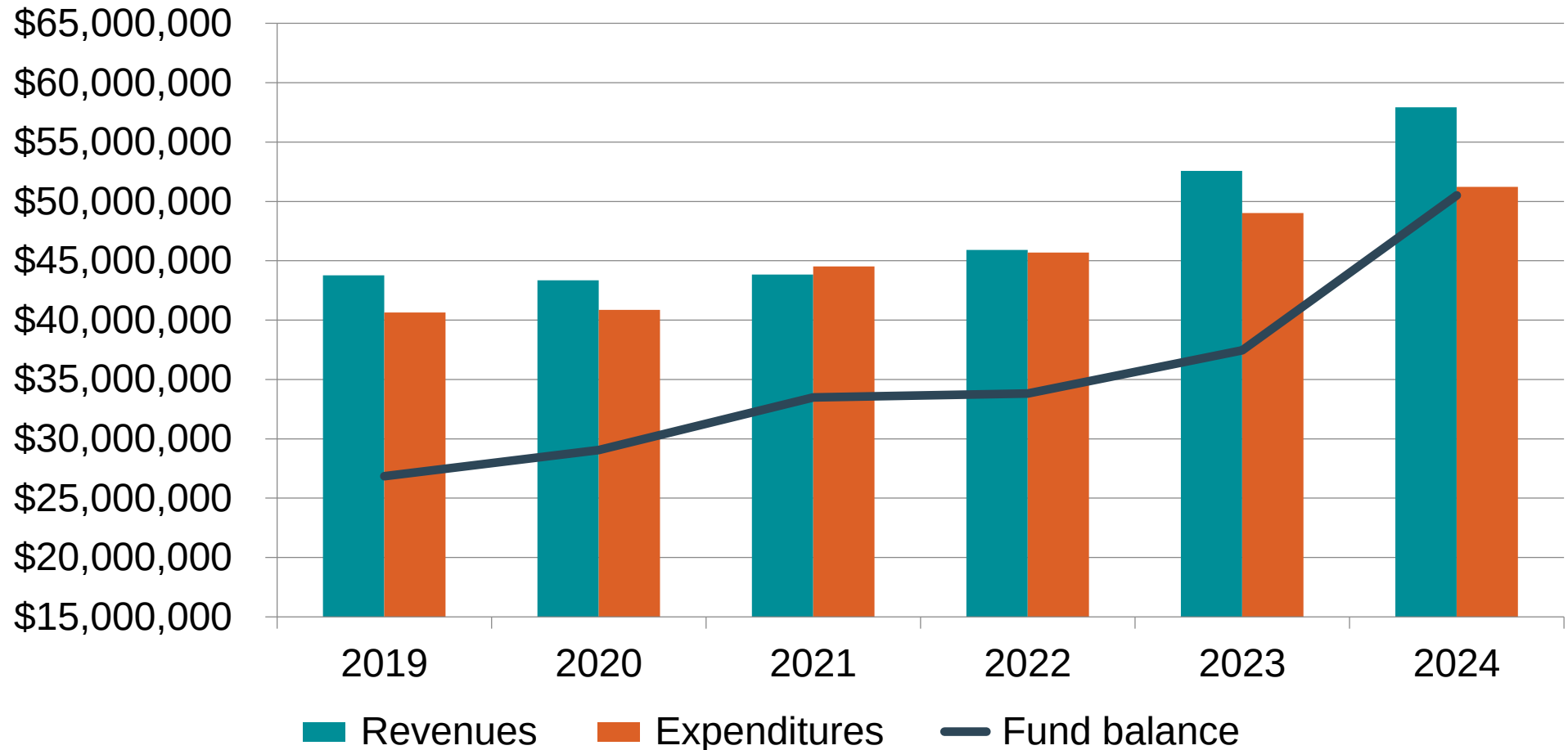




City of Birmingham Revenues, Expenditures, and Fund Balance Years Ended June 30

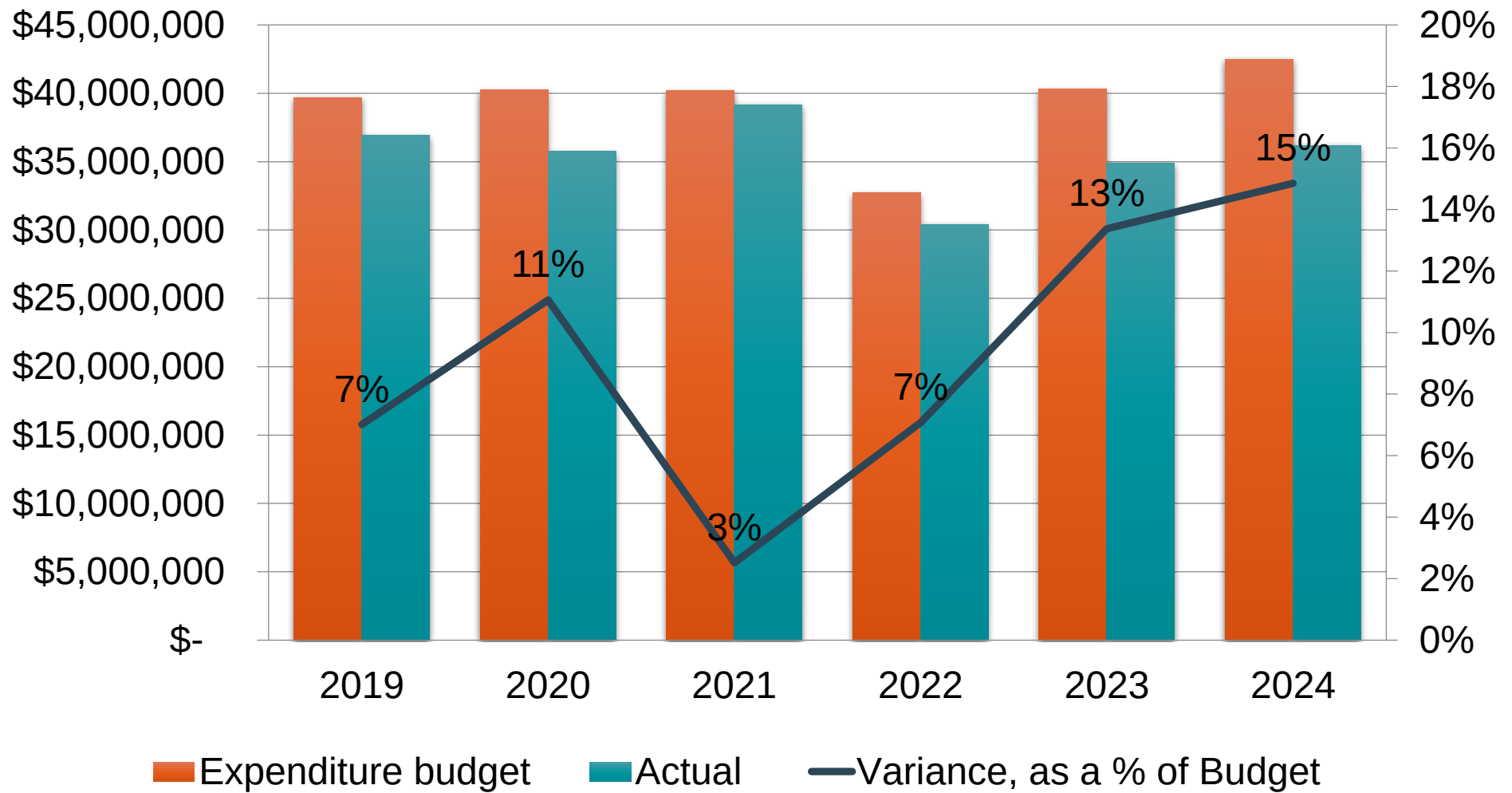
All Governmental Funds

Forward planning has allowed the City to manage its fund balance



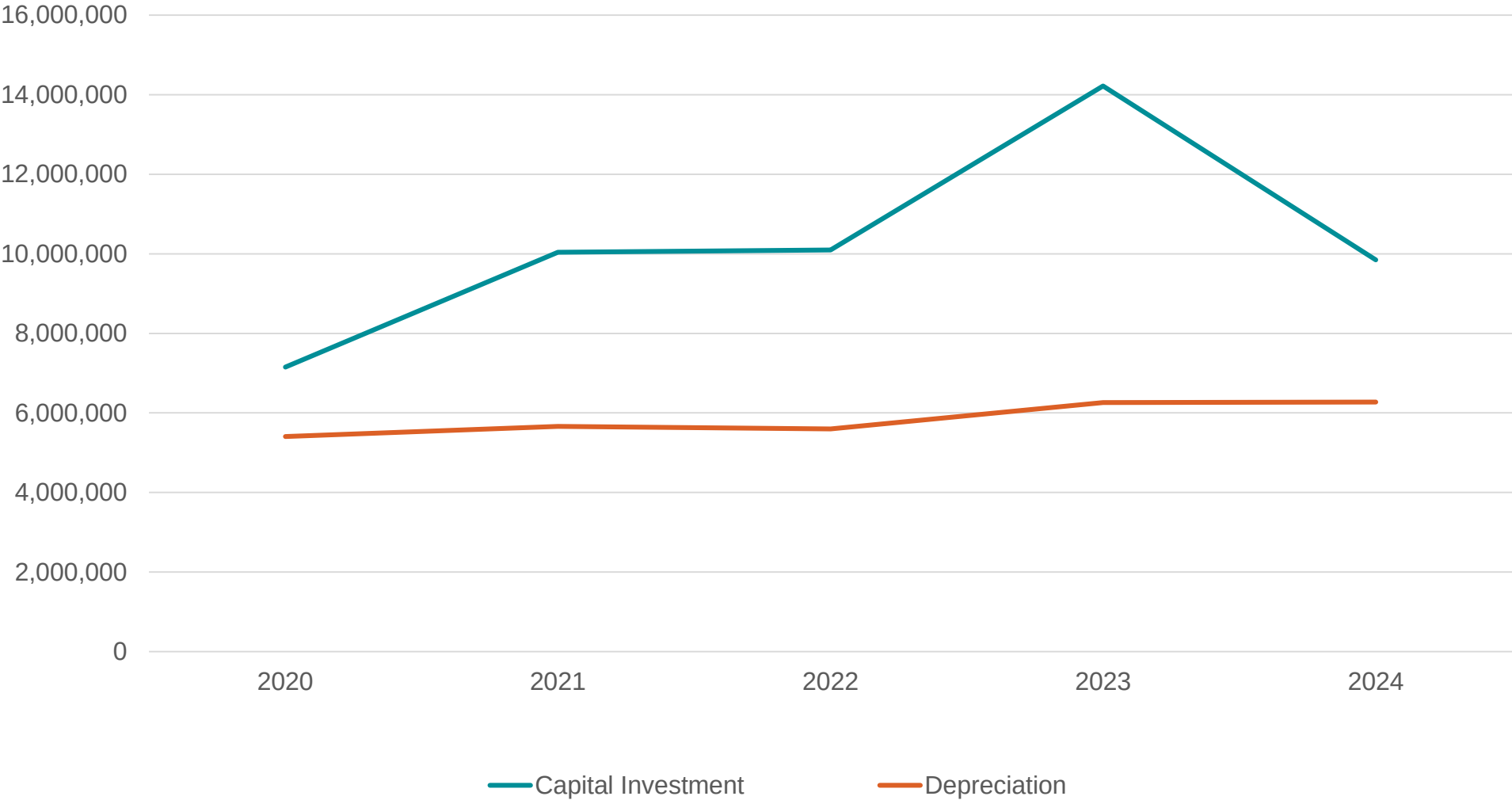


City of Birmingham General Fund Favorable Budget Variance Years Ended June 30





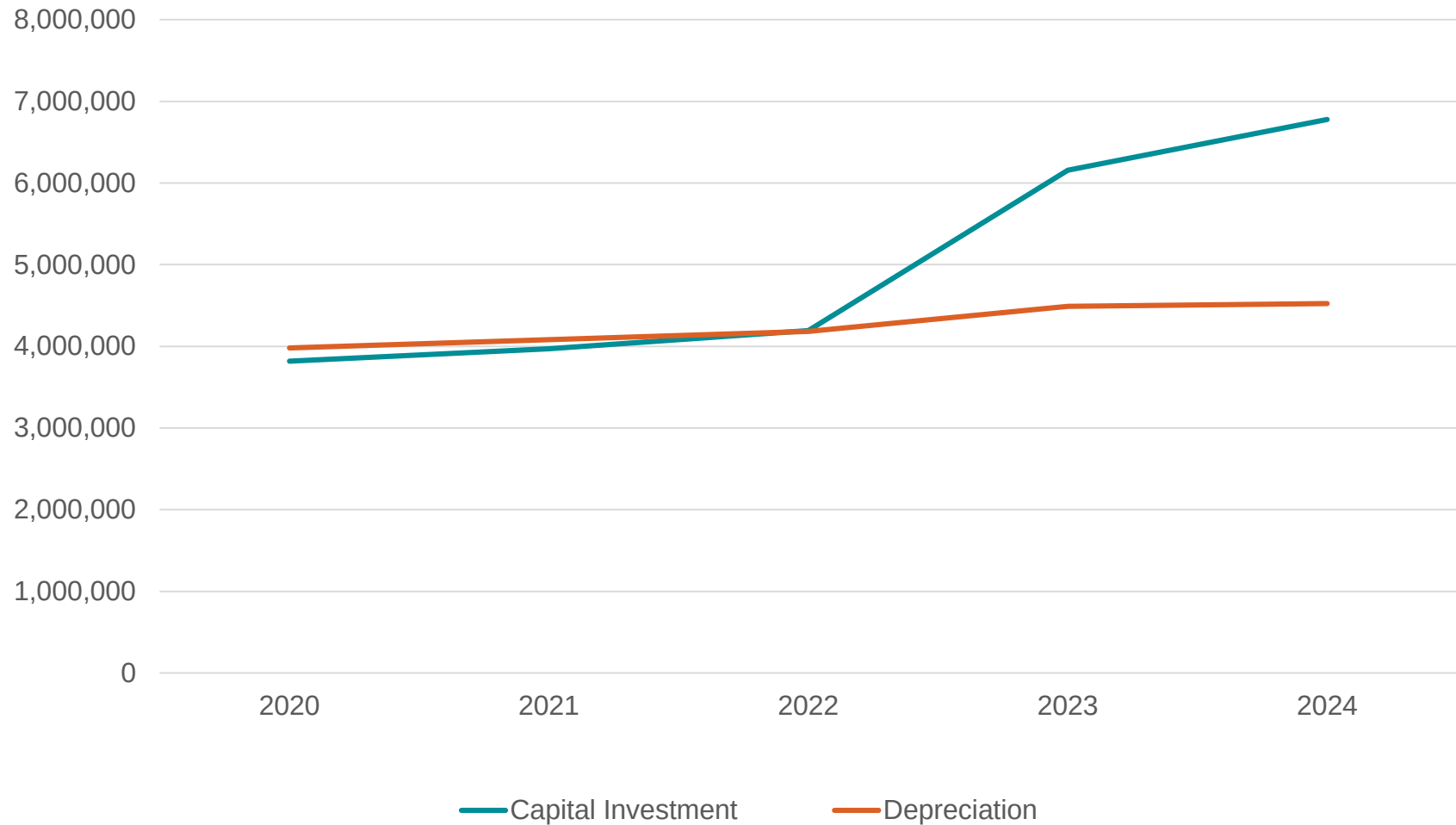
City of Birmingham Capital Investments – General Government





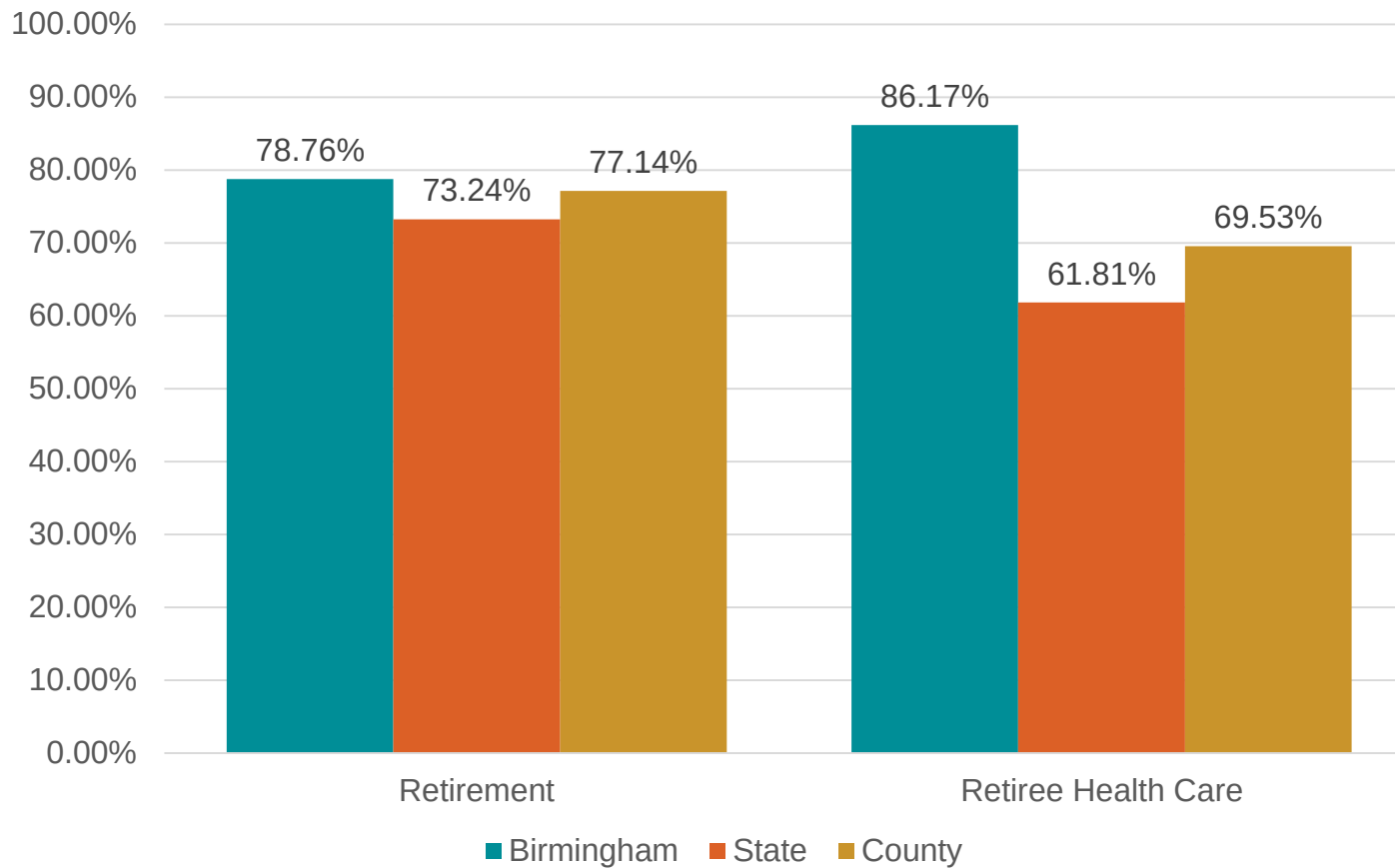
City of Birmingham

Capital Investments – Enterprise Funds





City of Birmingham Pension and Retiree Healthcare Funding Comparisons Michigan Cities FY 2023 Data





City of Birmingham

Communication With Those Charged With Governance

- AU-C 260 Required Communication with Those Charged with Governance
 - No transactions entered into for which there was a lack of authoritative guidance
 - No significant transactions recognized in a different period than when the transaction occurred
 - Management estimates included within the financial statements
 - Actuarial assumptions
 - Pension
 - OPEB
 - No difficulties or disagreements with management in performing the audit

*Please see separate letters to Mayor and City Commission dated November 14, 2024 for more details.



Thank you for the opportunity to
serve as auditors for the City of
Birmingham



MEMORANDUM

City Manager's Office

DATE: December 4, 2024

TO: City Commission

FROM: Jana L. Ecker, City Manager

SUBJECT: Selection of an Architectural/Engineering Consultant for Final Site Plan and Design and Construction Plans for 400 E. Lincoln

INTRODUCTION:

At the October 28, 2024 City Commission meeting, Kramer presented updates on the 400 E. Lincoln project and revisions to the draft RFP. After much discussion, the City Commission directed staff to issue the RFP for final design for a new building between 44,500 and 49,000 square feet in size, at a maximum cost of \$32 million to the three firms that were pre-qualified during the RFQ process earlier this summer. The RFP was issued on October 31, 2024, with responses due by November 21, 2024. A final draft of the RFP is attached to this report.

BACKGROUND:

Three proposals from the pre-qualified architectural/engineering firms were received on November 21, 2024. All three proposals were forwarded to the Ad Hoc Senior/Recreation Center Committee (SCC) for their review and evaluation at a meeting on December 2, 2024. All three proposals received are attached to this report for your review.

Prior to the SCC meeting on December 2, 2024, committee members were asked to score each proposal and submit their evaluation directly to staff for tabulation. One committee member did not evaluate the proposals given a prior relationship with one of the firms. Please find attached a spreadsheet tracking the scoring of each proposal by City staff, our owner's representative and the SCC members.

On December 2, 2024, the SCC met to discuss the proposals received and to make a recommendation to the City Commission on the selection of an architectural/engineering team. After tabulation of the scores, Neumann Smith emerged as the top proposal, and was the only submittal that included all required documents and details. Mr. Deming of Kramer Management Group provided an analysis of each of the proposals, and identified deficiencies in the INFORM Studio and McIntosh Poris proposals (analysis attached after scoring spreadsheet). The identified deficiencies were as follows:

- INFORM Studio did not provide a signed contract, and it was unclear whether the requested site survey and all required insurance coverages were included in the amount quoted; and
- McIntosh Poris did provide a signed contract, but added a new provision requiring the payment of a \$20,000 fee to the design team should the bond initiative fail to gain approval of a majority of voters. In addition, it was also unclear in their proposal whether the requested site survey and all required insurance coverages were included in the amount quoted.

After much discussion, the SCC voted to recommend that all three proposals be advanced to the City Commission for interviews, subject to the agreement of each firm to cure their respective deficiencies. The SCC further recommended that each team be given 20 minutes to conduct a presentation to the City Commission on December 9, 2024, with time for questions by the City Commission and/or the public after the presentation.

Kramer Management Group reached out to the design teams of INFORM Studio and McIntosh Poris, who both clarified that the requested site survey and all required insurance coverages were included in the amounts quoted. In addition, INFORM Studio provided a signed contract, and McIntosh Poris removed the \$20,000 fee clause and signed accordingly.

As noted in the schedule contained in the RFP, the City Commission will conduct interviews with each of the design teams. Each team was asked to address the following during the course of their presentations:

- a. Qualifications of the firm and the proposed project personnel / consultants
 - i. Team Structure w/Roles & Responsibilities.
 - ii. Individuals experience in developing senior and/or community center type facilities.
 - iii. It is important we hear from the individual that will lead project and from engineering consultant team.
- b. Presentation of the overall workplan for the Senior /Recreation Center project but with detailed focus on Schematic Design leading to a May 6th Bond vote. Please include:
 - i. Approach to evaluate conceptual program with Next and YMCA;

- ii. Development of design options, including spatial relationships, building layout and form;
- iii. Consultant involvement – identify when you envision their onboarding and participation at this stage;
- iv. Proposed community outreach to educate public of project and proposed renderings and presentation materials; and
- v. Incorporating Construction Manager into team for budget validation of Schematic Design.

As we do not have the details to inform any specific design concepts, each team was asked to refrain from showing any conceptual building renderings of the Birmingham senior/recreation center.

LEGAL REVIEW:

The City Attorney and Kramer Management have reviewed all final documentation and determined that all three proposals meet the requirements of the RFP that was issued.

FISCAL IMPACT:

The following chart summarizes the costs of each proposal, not including reimbursable expenses. A budget amendment is also required.

	Total Design Fee	Schematic Design Phase Fee
INFORM Studio	\$1,959,999 (8.17%)	\$391,622 (plus expanded services, allowances and reimbursables)
McIntosh Poris	\$2,040,000 (8.5%)	\$416,673 (plus reimbursables)
Neumann Smith	\$1,771,900 (7.38%)	\$354,200 (plus reimbursables)

SUSTAINABILITY:

The RFP issued requested sustainable design elements and materials be included in the proposed design. All three proposals contain sustainable elements and experts as requested.

DESIGN CONSIDERATIONS:

All three firms that submitted proposals were pre-qualified under an RFQ this past summer based on their design experience with similar projects.

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:

At this time the City Commission is asked to conduct interviews of all three design teams, and enter into a contract with the preferred team. A budget amendment is also required. After the selection of an architectural/engineering team, the design process will immediately kick off at the December 11, 2024 SCC meeting.

ATTACHMENTS:

- Request for Proposals Issued
- Proposals submitted by INFORM Studio, McIntosh Poris and Neumann Smith
- Spreadsheet containing all scores submitted
- Analysis of all three proposals summarized by Kramer Management Group

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an agreement with _____ for the preparation of final site plan, design and construction plans for a new building at 400 E. Lincoln in the amount not to exceed \$ _____.

In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101.0-656.000-811.0000.

and

Further to appropriate and amend the 2024-2025 General Fund budget as follows:

Revenues:

Draw from Fund Balance	101.0-000.000-400.0000	\$450,000
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Expenditures:

Health and Welfare	101.0-656.000-811.0000	\$450,000
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**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
ARCHITECTUAL 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 was zoned R4, Two Family Residential. On October 28, 2024, the City Commission approved the rezoning of the property from R4 to PP, Public Property.

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 49,000 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	Target Date
Request for Proposals to Pre-Qualified Bidders	Oct. 31, 2024
Questions from Bidders	Nov. 12, 2024
Submittal date for RFP	Nov. 21, 2024
City Commission Interviews of Contractors	Dec. 9, 2024
Award of Contract	Dec. 9, 2024
Schematic Design (SD)	Dec. 9 – Mar. 17, 2025 (14 wks)
SD Review and City Commission Approval	Mar. 18 – Apr. 22, 2025 (5 wks)
Design Development (DD)	May 7 – July 2, 2025 (8 wks)
DD Review and City Commission Approval	July 3 – July 31, 2025 (4 wks)
Construction Plans Completed for Bidding	Aug. 1 – Sept. 26, 2025 (8 wks)
CD Review and Final City Commission Approval	Sept. 29 – Oct. 17, 2025 (3 wks)
Construction Procurement	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.

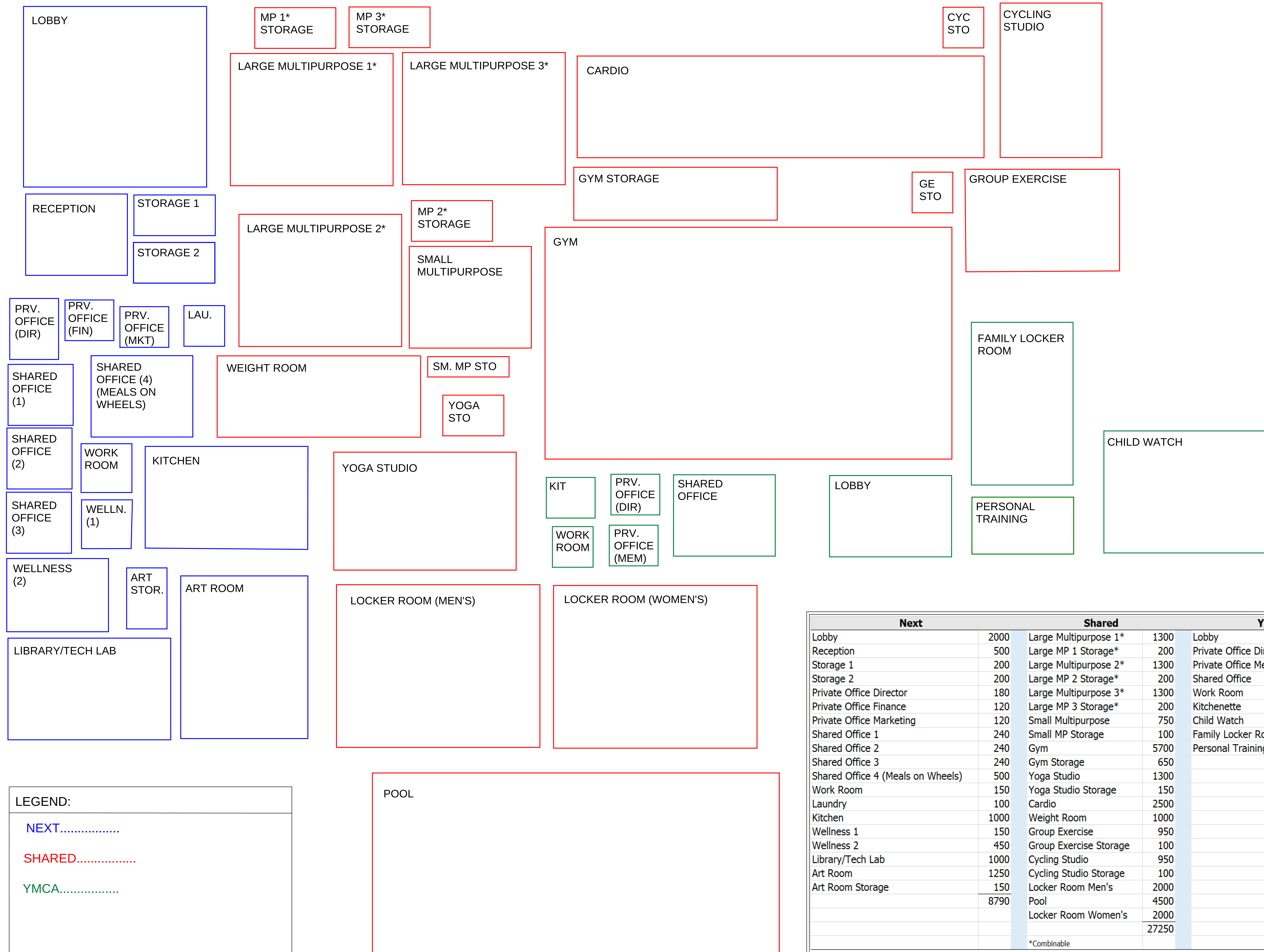
ATTACHMENT A: Reference Materials

1. Draft Conceptual Design, Building Assessment, Programming Information and Estimates
https://cms7files1.revize.com/birmingham/Document_Center/Department/City%20manager/City%20Manager%20Report/4C%20-%20Birmingham%20SRC%20Report_2024-07-15_rev2.pdf
2. Presentation to City Commission of Building Options (7/22/24, Agenda item 7F, start at page 311 of packet)
<https://www.bhamgov.org/20240722%20CC%20Agenda%20Packet%202.pdf>
3. Presentation and Meeting Minutes of Workshop with City Commission (9/9/24)
<https://www.bhamgov.org/20240909%20CC%20Workshop%20Packet.pdf>

<https://www.bhamgov.org/20240909%20CC%20Workshop%20Approved%20Minutes.pdf>
4. Presentation to City Commission for Building for Next and YMCA including pool (10/7/24, Agenda item 8B, start pg. 244 of packet)
<https://www.bhamgov.org/20241007%20CC%20Packet%20Amended.pdf>
5. Refined Building Program



400 E. LINCOLN



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		
		*Combinaible			

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							

ATTACHMENT B:
Design Deliverables

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. Convective 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		
--	--	--

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



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STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL



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ConsensusDocs® 240
STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. DESIGN PROFESSIONAL'S RESPONSIBILITIES
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9. DISPUTE MITIGATION AND RESOLUTION
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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 (\$[])
<u>Construction Phase</u>	[] dollars (\$[])
<u>TOTAL</u>	[] 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

Proposal for Architectural/Engineering Services for Final Design and Construction Plan Preparation:

BIRMINGHAM SENIOR/ RECREATION CENTER

Due: Nov 21, 2024



INFORM Studio
235 E Main Street
Suite 102b
Northville, MI 48167
248 449 3564
www.in-formstudio.com

Primary Contact:
Michael Guthrie, FAIA, LEED AP
Partner and Principal, INFORM Studio
O 248 449 3564 M 248 346 7142
mguthrie@in-formstudio.com



WE ARE DRIVEN TO INSPIRE.

**WE DESIGN TO CONNECT, PUSH
IDEAS, & INNOVATE.**

City of Birmingham
Jana Ecker, City Manager
151 Martin Street
Birmingham, MI 48009

Dear City of Birmingham and members of the selection committee:

This proposal outlines our qualifications to develop a vibrant and sustainable Senior/ Recreation Center in Birmingham, Michigan that will have inviting activity spaces for seniors and people of all ages and abilities. We at INFORM Studio are ready to lead this project and are committed to completing the project in a timely manner. We fully understand the process and the requirements of this project and bring 25 years of design experience in providing guidance and design solutions for community and recreation centers. Our collective body of work has always prioritized an approach to design excellence that goes beyond aesthetics and function; it is centered around empathy, curiosity, and a deep understanding of the user needs and resident desires; it is about creating spaces that improve the quality of life for everyone. Our priority is to create meaningful places that deliver experiences and establish safe, activated and accessible environments that will encourage community connectivity, engagement and catalytic growth within communities.

We have brought together an incredible local team of architects, engineers, and consultants, with a collective expertise in municipal work and recent successful community recreation center projects in the metro Detroit area and all across the Midwest including the newly opened Community Center at A.B. Ford Park. Our structural engineering team at JQOL has recently completed several community recreation centers across the midwest, and our local civil engineering team at Spalding DeDecker have completed some of the best know recreation spaces in the region including the Older Persons Commission in Rochester, Michigan.

We are ready and excited to begin working with you on this significant community project. At the heart of our approach we will prioritize engagement, accessibility, and connectivity, ensuring it becomes a place cherished by local residents for generations to come. We will work with the City and the local community to bring their vision for the Birmingham Senior/ Recreation Center to life, drawing on their strength, enthusiasm, and expertise.

Sincerely,

Michael Guthrie, FAIA, LEED AP
Partner and Principal, INFORM Studio
O 248 449 3564 M 248 346 7142
mguthrie@in-formstudio.com

GBC / Ann Arbor, MI
INFORM Studio



COMMUNITY CENTER AT A.B. FORD PARK / Detroit, MI
INFORM Studio

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CRITERIA 1: SPECIFIC PROJECT EXPERIENCE

COMMUNITY CENTER AT A.B. FORD PARK

DETROIT, MI / **INFORM Studio**

Detroit’s first climate resilient community center, the new Community Center at A.B. Ford Park is a responsive community space and recreation center surrounded by an expansive public park that improves access to the waterfront. A main goal for the completed project is to increase economic potential and serve as a genuine extension of the Jefferson-Chalmers neighborhood’s rich cultural fabric. The new Community Center is a state-of-the-art facility built outside the floodplain and serves as a new community and recreation space as well as a sustainable resilience hub during emergencies, where residents can access shelter, power, and supplies. The new center, designed with solar panels and sustainable cross laminated timber (CLT), includes flexible space for indoor youth sports, community events, classrooms, and quiet learning spaces.



CLIENT / OWNER

City of Detroit
REFERENCE CONTACT
Jeff Klein
City of Detroit
Deputy Chief of Landscape Arch.
General Services Dept.
kleinj@detroitmi.gov
(313) 400-5014

INFORM KEY TEAM MEMBERS

Senior Project Architect: Megan Martin-Campbell
Principals:
Michael Guthrie / Cory Lavigne
Interior Design:
Shawn Calvin

PARTNERS

Jefferson East, Inc.
(Community Engagement)
Atlantes (Structural Engineering)
PEA (Civil Engineering)
GreenPath (Mechanical Engineering)

FINAL COMPLETION
October 2023

COMPLETION OF SITE
Spring 2025

SUSTAINABILITY
Solar Resilience Hub

SCOPE OF WORK

Full Architectural Services:
Pre-design, Schematic Design
Design Development
Construction Documents
Construction Administration



The Community Center at A.B Ford replaces the Lenox Center that sat vacant for nearly a decade. Several passionate community groups had developed their vision for reopening the community center, which served as an inspiration during the design process. The park is well-loved and cared for by community members participating in volunteer clean-ups, plantings, programming, and more. An important aspect of the community center was specifically to connect it to the future programming and use of A.B. Ford Park. Final site construction is continuing and will be re-opened in Spring of 2025.



COMMUNITY ENGAGEMENT

This AB Ford Park Community Center project went through a rigorous planning and engagement to foster community consensus. Our collaborative approach emphasized consistent communication with the city and local stakeholders. A series of surveys and meetings provided opportunities for the community to share needs and desires for the center and information was disseminated on several virtual and social media platforms in addition to mailings, lawn signs and local newsletters to ensure broad feedback. The results were synthesized into final plans for an activated, on-site community event.



COMMUNITY CENTER AT A.B. FORD PARK

DETROIT, MI / **INFORM Studio**

The Community Center’s solar panels and battery storage ensure that the center will have power even when the grid goes down. With clean, renewable energy, resilience hubs can continue serving people in need.

The Community Center opened in October 2023 to a crowd of hundreds of community members as well as Detroit Mayor Mike Duggan, city officials, community partners, and the Penske Corporation. Right after the opening the center was immediately being used by community members to gather, dance, play games, and mingle. The long-awaited center has been an enormous success and will be cherished by members of the community for generations to come.

As stated by City of Detroit Mayor Duggan, “Ever since the Lenox community center closed nearly a decade ago, residents in Jefferson Chalmers have been without a place of their own. Not only do residents here have a beautiful new recreation center, but it is also the most state-of-the-art center anywhere in our city.”



MASS TIMBER

The first CLT project in the City of Detroit (INFORM Studio also designed the first CLT building in the state of Michigan). The use of CLT provides a more sustainable and durable material option, lowering the carbon footprint and introducing biophilic qualities that draw the natural environment into the building.

EQUINOX

NATIONAL / **INFORM Studio**

INFORM studio is a premier national design consultant for Equinox Clubs with projects completed from Studio City, CA to Washington DC. Equinox is internationally recognized as a leader in luxury fitness clubs with a commitment to the highest excellence of design and performance spaces to optimize their client’s experience. The clubs are far more than a gym as they offer community space, lounge space, retail, lounge with food and beverage options, and a diverse range of spaces dedicated to fitness and health including: strenght floor, stretch, yoga, pilates, barre, cycling, cardio, pool, sauna and extensive locker room/prep space. INFORM’s prior and continuing collaborations with Equinox ensures our team works with the highest standards of performance for fitness spaces and extensive experience in detailing from isolation floors to towel drops.



CLIENT / OWNER
EQUINOX
REFERENCE CONTACT
Nadia Biski
Senior VP / Architecture + Design
nadia.biski@equinox.com
M 917-698-7514

INFORM KEY TEAM MEMBERS
Principal-inCharge:
Michael Guthrie
Interior Design:
Shawn Calvin

COMPLETED
2018 - 2023
VALUE OF CONSTRUCTION
\$12 Million - \$20 Million
SIZE
25,100sf - 48,000sf

SCOPE OF WORK
Predesign
Schematic Design
Design Development
Construction Documents
Construction Administration



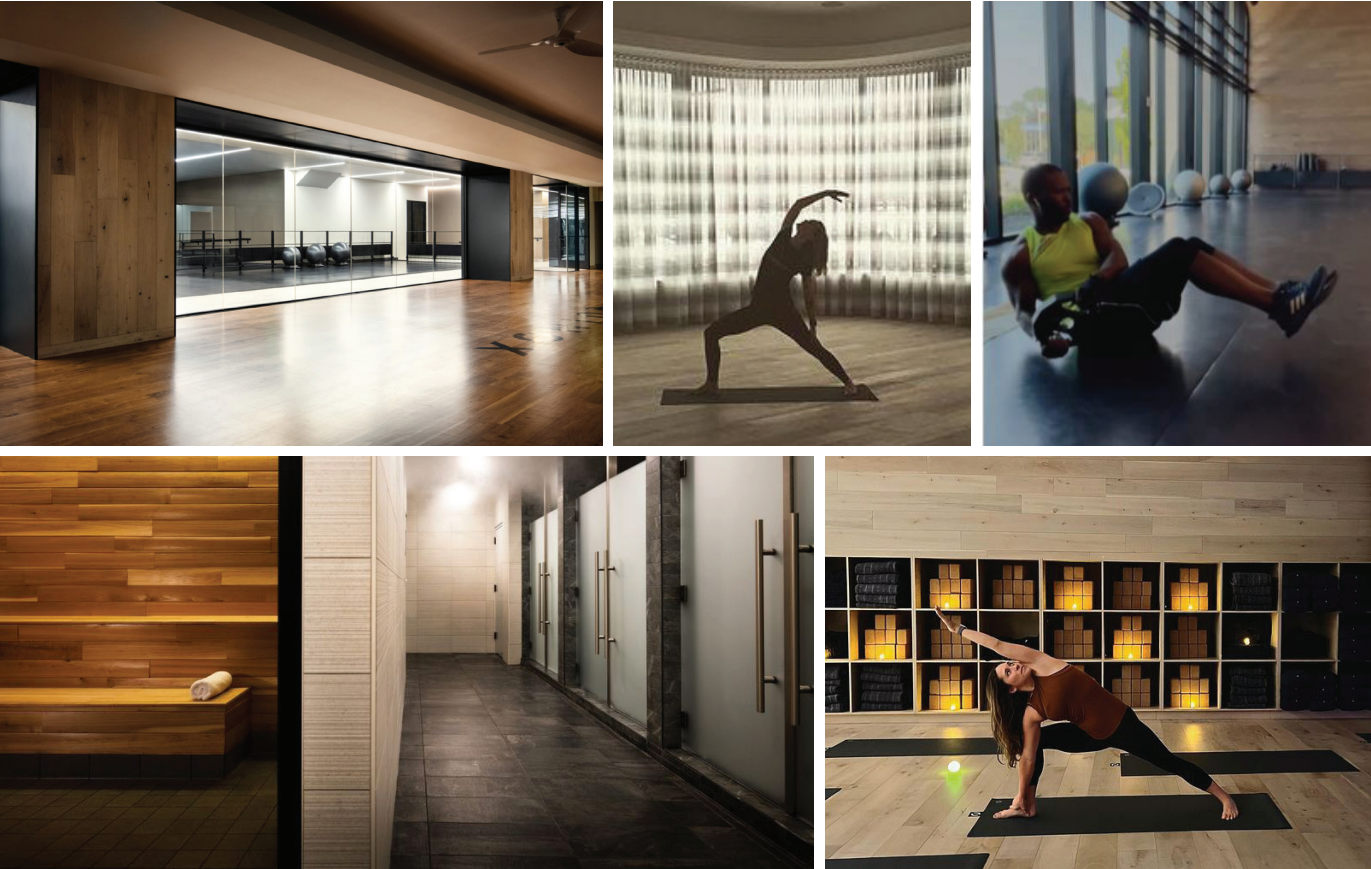
BLOOMFIELD HILLS, MI /

Located within a retrofitted automotive dealership, Equinox - Bloomfield Hills is the first Equinox fitness club in the state of Michigan. This club introduces the Equinox brand to active adults in the Metro Detroit while representing its international identity. The design experience is inspired by the renowned Cranbrook Academy in Bloomfield Hills, layering the space with access to an abundance of natural light, water features, expansive sight-lines, intimate areas for respite, and a material palette inspired by the historic character of Cranbrook’s architecture. Natural light floods the strength floor through skylights above. Group Fitness, Pilates, Yoga, Cycling, and Barre studios line the strength floor’s perimeter, providing expansive, full-height panoramic views across the club. This fitness club truly embodies the elements that drive results and optimize health; blending nature, art, and fitness into a seamless world that intimately shapes its users for a high-performance life.

EQUINOX

LOS ANGELES, CA / **INFORM Studio**

Located in The Shops at Sportsmen’s Lodge—a recreation hub for early Hollywood stars and now a shopping and dining destination—Equinox Studio City marries history and high-performance. Members enjoy state-of-the-art amenities like eucalyptus-infused steam rooms, an in-house Spa, Group Fitness, Heated Yoga + Barre, Cycling, and Pilates studios, an outdoor terrace, and nutrient-rich provisions in an urban oasis of mid-century modern accents.



WASHINGTON, DC /

Equinox Wisconsin Avenue opened in November 2023 located in the District’s City Ridge neighborhood. The two-story Club is an inspiring hub for its community. The Equinox message communicates lifestyle over fitness. An important element of the club is the public space that introduces multiple aspects of Equinox in a comfortable setting. This four season space introduces a variety of seating for conversation, study, relaxing, shopping or having a meal.

FOUNDERS HALL AT CHARLESTOWNE LANDING

MOUNT PLEASANT, SC / **INFORM Studio**

The Charlestowne Landing Community Center is part of a 665 acre nature preserve and part of a growing complex committed to educating the local community about environmental preservation. INFORM studio worked as the Design + LEED consultant for PW Construction Inc. Numerous sustainable principles were integrated into the project including passive ventilation, solar shading, and daylighting. Natural materials indigenous to the region were extensively used throughout and constructed with methods to eliminate VOCs throughout the project contributing to healthy indoor air quality. The Mass Timber (CLT) Community Center is not only committed to preserving the environment, but enhancing the human quality of life. Ninety-nine percent of the new wood used during construction is certified by the Forestry Stewardship Council as harvested without using destructive logging practices. This facility provides flexible meeting areas that can accommodate anywhere from a small executive gathering of 18 people, to a sit-down dining experience for 150. A full-service kitchen provides the food service for all functions.



CLIENT/OWNER	INFORM KEY TEAM MEMBERS	SIZE	SCOPE OF WORK
W Construction Inc SC State Parks	Principal in Charge: Michael Guthrie	9,000 SF	Schematic Design LEED Consultant
		SUSTAINABILITY	
		LEED Gold Certified	



PROJECT EXPERIENCE SUMMARY

INFORM studio and our collaborative project team is ideally suited to perform as the A/E design lead for this important project. Your vision statement, goals and objectives closely align with our team philosophy and extensive experience. The Birmingham Senior/Recreation Center illustrates the project type that fits our purpose (To Inspire and Impact). We are not only the most qualified consultant team for this project, we ensure that we will demonstrate the most passion to be a part of it.

GOALS /

Develop a plan for an open, welcoming, adaptable active senior/community facility with flexibility for current and future uses.
Our design team has completed numerous projects with complex demographic utilization and flexible uses. These projects prioritize user experience and provide a proper balance between flexibility and programmatic appropriateness. We bring the value of experience with multiple community buildings that blend ages and use type.



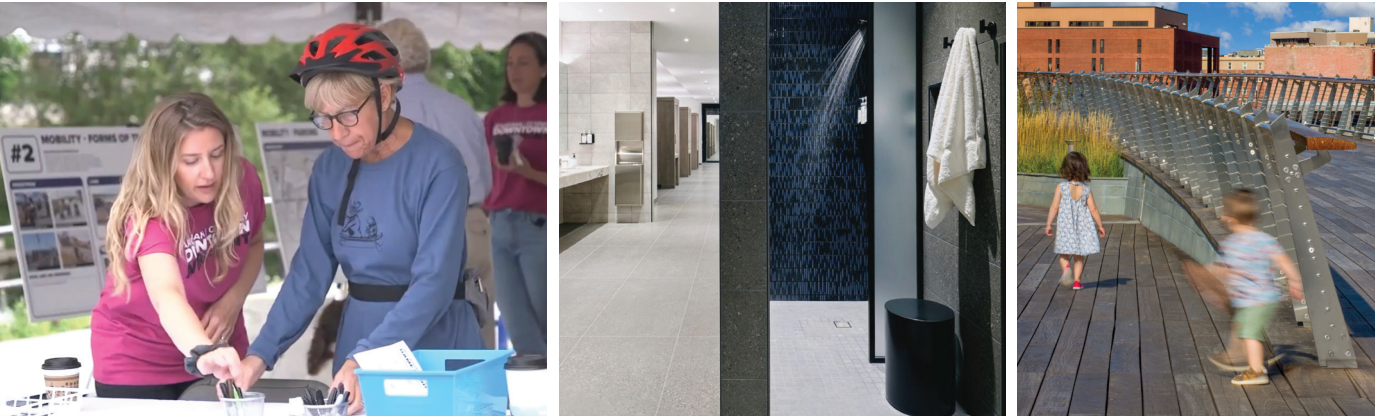
Integrate the design and use of the senior/community center with St. James Park.

Our design team seeks opportunities to integrate the use of interior/exterior space as a standard design methodology. Several of our projects explore creative community uses whether it be for play, exercise, gathering, visiting, social, events or service. Several recently completed project that demonstrate these characteristics are the A.B. Ford Park Community Center, RWP Visitor Center and the Van Leesten Memorial Bridge. Each of these have resonated a strong community identity within the open space.



Ensure safe and accessible of the building(s) and site for users of all ages and abilities.

Universal design is a hallmark of our design process and outcomes. Creating accessibility begins at the very earliest phases of community engagement for our team, and continues to be a part of all aspects of our designs and details.



Incorporate sustainable concepts, design and materials, when practical, to reduce environmental impact

INFORM has embraced the triple bottom line philosophy of sustainability from its inception 24 years ago. From a PBS Documentary about the utilization of reclaimed ash trees at the Traverwood Library to the inclusion of our Allegiant master plan in Myrtle Beach, SC for the pilot program of LEED ND, our work has set new benchmarks in practical sustainability. We have recently completed two net-zero facilities, implemented innovative storm water strategies and were the national LEED advisors for Verizon Wireless.



Complete design and construction of a new facility and site on time, and within the established budget.

Our project management processes and innovative tools ensure that INFORM and our partners keep budget and schedule as a topic of consistent communication so that we are consistently aligned with meeting your fiscal and schedule priorities. INFORM has developed a reputation for finding a way to do more with less by implementing our parametric tools to facilitate effecient design alternatives, and collaborate with the best partners for digital fabrication to improve quality and construction timelines.



OBJECTIVES /

Create a permanent home for Next.

INFORM has developed a global reputation for placemaking with both urban design and architecture, creating community minded facilities that manifest a sense of unique identity for the people they serve and the places they touch. Our projects inspire the people they serve to call them home and identify strongly with them, ensuring these places will be cherished and treasured for generations.



Support Next in providing a wide range of programs and services.

INFORM is committed to and possesses a wide range of experience to accomplish your Vision Statement. We have shown the ability to create welcoming and dynamic hubs where all members of the community can gather in environments that promote **socialization**, **physical activity** and lifelong **learning** that enhance both personal community wellness.



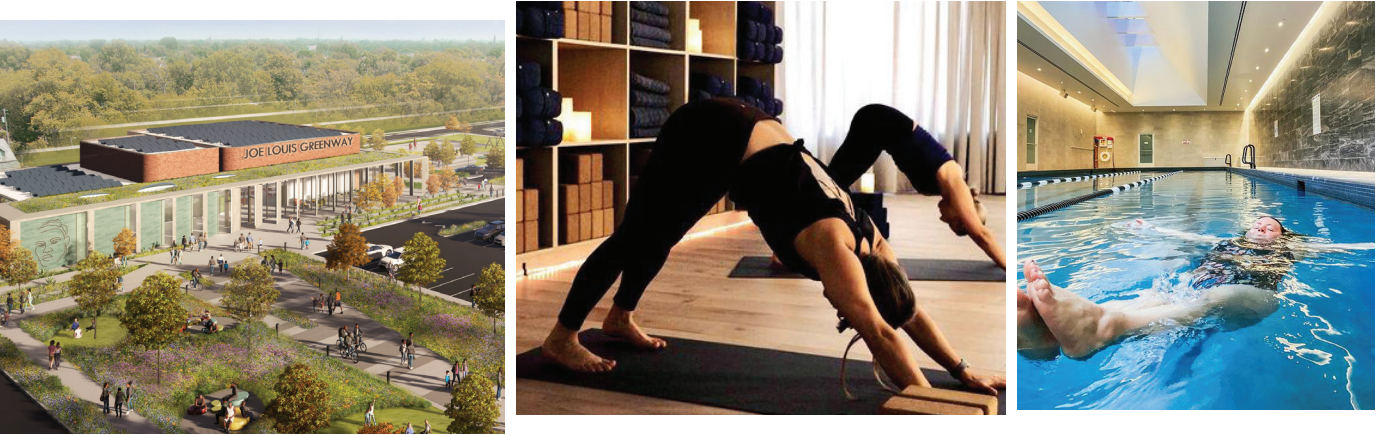
Provide community gathering spaces (indoors and outdoors).

INFORM's focus on placemaking is rooted in providing opportunities for community to come together, with an equal emphasis on the interior and the exterior.



Provide a facility that promotes the provision of health, fitness, and recreation programming for the community.

Our project team possesses extensive experience in both high performance fitness space as well as hospitality related healthy recreation. This experience is balanced by both interior and exterior programmatic offerings.



Design a facility that encourages social interaction and emotional enrichment for the community.

The diverse typologies our design team works on provides a synergistic value to new ideas around social interaction and the variety of spaces to connect both at a significant scale and more intimate settings. INFORM will develop space and volume to optimize the quality of social interaction and emotional enrichment, shaping the facility to deepen community identity.



Design a facility that promotes multigenerational programming opportunities and lifelong learning.

Our experience across fitness, cultural educational and urban design has empowered our thinking to be inclusionary in a way that allows different demographics to connect in spaces defined by placemaking. The heart of our design philosophy fosters a collaboration of creativity that is a manifestation of the client's aspirations that we serve. We cannot wait to work with you!



CRITERIA 2: PROPOSED PROJECT TEAM



INFORM STUDIO
WBE ARCHITECTURE LEAD WITH INTERNATIONAL, AWARD-WINNING PEDESTRIAN BRIDGE AND PLACEMAKING DESIGN EXPERIENCE.

SPALDING DEDECKER
ENGINEERING, PLANNING, AND SURVEYING FIRM THAT SPECIALIZES IN INFRASTRUCTURE, LAND DEVELOPMENT, AND TRANSPORTATION WITH A COMMITMENT TO SAFETY.

JQOL
MBE/DBE ENGINEERING FIRM THAT CONTRIBUTES TO THE VISION OF IMPROVING QUALITY OF LIFE.

DISTRICT BY DESIGN
A LEADING MINORITY-OWNED MBE FURNITURE DEALER THAT SPECIALIZES IN COMMERCIAL OFFICE INTERIORS.

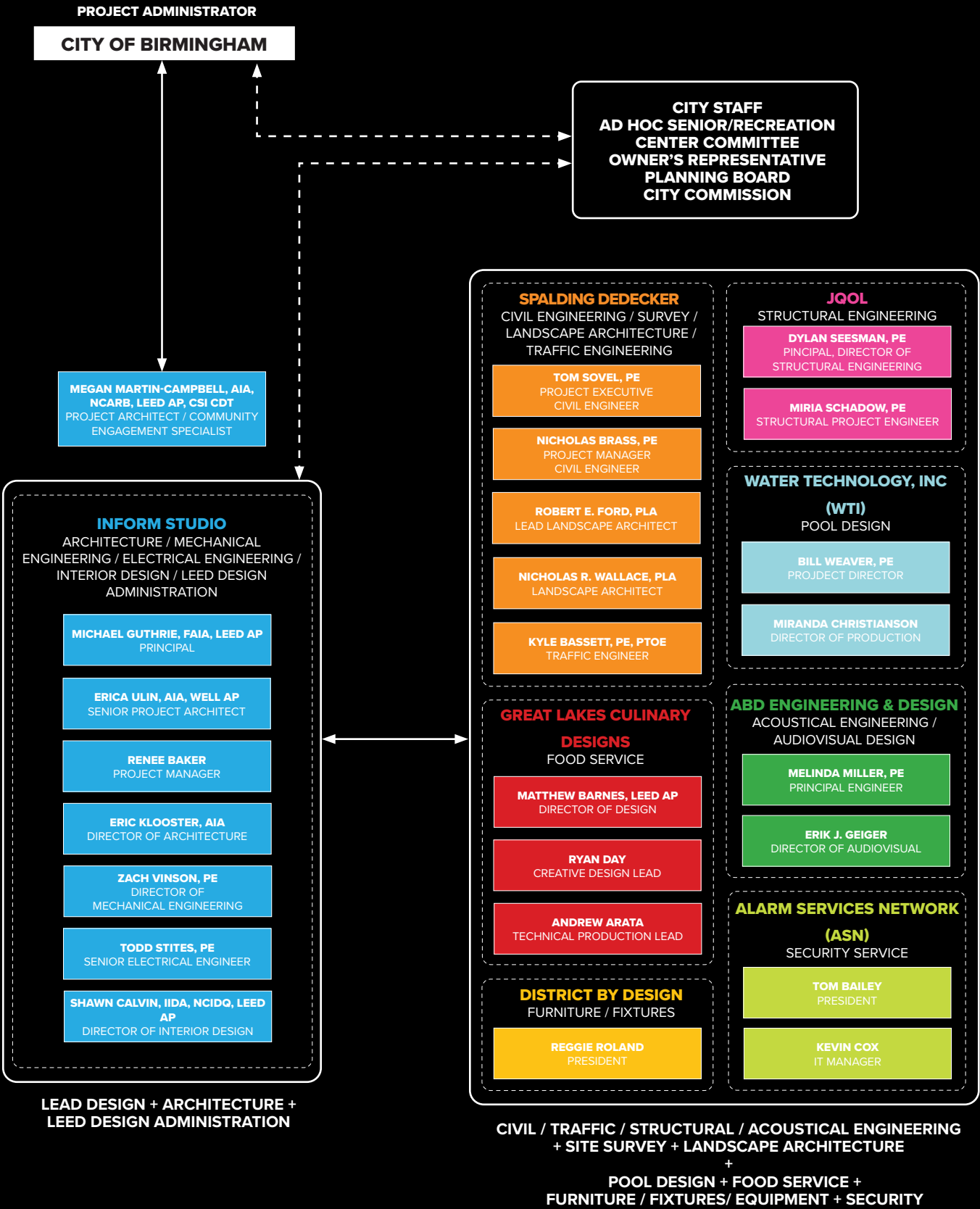
ABD ENGINEERING & DESIGN
A MULTIDISCIPLINARY ENGINEERING AND DESIGN FIRM PROVIDING COMPREHENSIVE CONSULTING SERVICES IN THREE DISTINCT AREAS OF ARCHITECTURE ACOUSTICS, ENVIRONMENTAL NOISE AND VIBRATION CONTROL, AND AUDIOVISUAL SYSTEMS DESIGN.

GREAT LAKES CULINARY DESIGNS
A PREMIER SOURCE FOR CULINARY DESIGN SERVICES COMMITTED TO THE DESIGN BUILD CONCEPT.

WATER TECHNOLOGY, INC (WTI)
AN AQUATICS-INDUSTRY LEADER PIONEERING THE CONCEPT OF AQUATIC ENTERTAINMENT AND CONTINUES TO INNOVATE IN ALL AREAS OF AQUATIC PLANNING, DESIGN AND ENGINEERING.

ALARM SERVICES NETWORK (ASN)
DESIGN AND INSTALLATION SERVICES FOR SECURITY SYSTEMS.

ORGANIZATIONAL CHART



MICHAEL GUTHRIE, FAIA, LEED AP
PRINCIPAL-IN-CHARGE / **INFORM STUDIO**



EDUCATION
Master of Architecture
University of Michigan
Bachelor of Science, Architecture
Lawrence Technological University

REGISTRATIONS & CERTIFICATIONS
Licensed Architect: Michigan, Colorado,
District of Columbia, Florida, Nevada,
New York, North Carolina, Ohio, Rhode
Island, South Carolina, Texas, Virginia
NCARB
U.S. Green Building Council: LEED AP

MEMBERSHIPS & AFFILIATIONS
NCARB
AIA
U.S. Green Building Council

LECTURES/PANELS
2023 AIA Indiana + Kentucky - Keynote
Speaker
2023 Liveable Cities Conference, New
York, NY
2020 Winter Cities Conference, Chicago
2019 Midwest Asset Building
Conference on Inclusivity, Detroit
2019 Detroit 139 Design Exhibition

PROFESSIONAL AWARDS
35+ National, Local and State AIA Honor
Awards
2024 AIA Fellowship - FAIA
2004 AIA Michigan Young Architect
Award
2003 AIA Detroit Young Architect Award



Community Center at A.B. Ford Park
Detroit, MI



M1 Concourse Event Center
Pontiac, MI

Michael is a founding principal of INFORM Studio, where he focuses on vision, culture, innovation, and strategy. Through listening, discussion, and critique, Michael can synthesize critical inputs and goals from key stakeholders, and turn them into cohesive design visions that impact communities for a better tomorrow. With nearly 30 years of experience, Michael's project accomplishments include a broad range from educational, cultural, mixed-use, and housing to urban design and pedestrian bridges. Michael makes it a priority to impact the urban communities the firm works within, leading studio efforts for fundraising and volunteer efforts, including Life Remodeled and Gleaners Food Bank in the City of Detroit.

KEY PROJECTS

Lenox / Community Center at A.B. Ford Park / Detroit, MI
Senior Project Architect and Project Manager for Detroit's first climate resilient community center and the integration of a Cross-Laminated Timber (CLT) deck. The center opened in October 2023 with a wide range of recreational and educational programming.

M1 Concourse & Event Center / Pontiac, MI
Principal in Charge for 87-acre campus providing car and racing enthusiasts a full-service venue for an immersive experience. It is supported by a state-of-the-art 1.5 mile high-performance track, the 28,500 sf M1 event center, restoration shops, aftermarket retail, and restaurants.

LTU East Residence Hall / Southfield, MI
Project Architect for 80,250 sf new residence hall on LTU's campus. 300+ beds and amenity spaces. Layering eleven diverse programs throughout the building, specific environments are shaped to encourage student interaction through learning, fitness, nutrition, collaboration, study, entertainment, music, and relaxation. Utilized a CMAR delivery method.

Cauley Ferrari / West Bloomfield Township, MI
Principal in Charge for the addition and renovation of Michigan's only Ferrari dealership, transforming the existing 15,000 sf building into a 53,000 sf state-of-the-art facility that both showcases cars and creates an elevated car-buying experience.

Van Leesten Memorial Bridge / Providence, RI
A new pedestrian bridge and public space which has provided a new identity for the City of Providence. The bridge provides opportunities for exercise, relaxation, connections to nature and the city. Winner of 2023 AIA Award for Regional & Urban Design.

Ann Arbor District Library - Traverwood Branch / Ann Arbor, MI
Principal-in-Charge for a new branch library serving residents in the northeast of Ann Arbor, Traverwood became a model for the library branch of the future, and benchmark for sustainability with the re-use of ash trees from the site.

RENEE BAKER
PROJECT MANAGER / QUALITY MANAGER / **INFORM STUDIO**



EDUCATION
Master of Business Administration
Eastern Michigan University
Bachelor of Science, Architecture
Lawrence Technological University

LECTURES AND TEACHING
Instructor of Sustainable Building
Design at Northcentral Michigan
College in Traverse City, MI



The MID Co-Living, Detroit, MI



Community Engagement, Boardman/Ottaway
Downtown Riverfront, Traverse City, MI

As Director of Project Management, Renee brings 17 years of architectural project management experience to the design team and nine years with INFORM studio. Renee is responsible for all aspects of project management across all disciplines at INFORM including establishing the project management processes, ensuring the processes are adhered to, managing and mentoring all project managers, facilitating reporting of project metrics and forecasting staffing projections.

KEY PROJECTS

Owen Economic Empowerment Center / Detroit, MI
Project Manager for a new 20,000sf multi-purpose, flexibly designed Community Empowerment Center. This space will provide vital resident amenities such as a childcare facility, youth-serving amenities, the creation of community space, economic development and workforce opportunities, and the repurposing of vacant land.

Roger Williams Park Gateway Center / Providence, RI
Project Manager for a net zero energy project. The water retention and educational opportunities provided by the gateway and visitor center are fundamental drivers and organizational tools employed throughout the site's design. The project opened in October 2022 and is now host to many recreational, cultural, and educational events and opportunities.

The MID Co-Living / Detroit, MI
Project Manager for a complex mixed-use project comprised of 287,000sf over 12 stories with retail, assembly and multi-family residential space, along with amenity and meeting space for Wayne State University.

Various Projects with Bedrock / Detroit, MI
Project Manager for three integrated mixed-use projects with Bedrock (unable to disclose details) totaling over 80,000sf that will achieve LEED Silver certification.

Boardman/Ottaway Downtown Riverfront / Traverse City, MI
Project Manager for a two-block transformational public alley along the Boardman/Ottaway River into a public amenity space that includes pedestrian bridges, amphitheater, interpretive education programming, landscape and urban plazas, and a recalibration of all infrastructural services such as delivery, sanitation, etc.

ERIC KLOOSTER, AIA, LEED AP
DIRECTOR OF ARCHITECTURE / **INFORM STUDIO**



EDUCATION

Master of Architecture, Lawrence Technological University

Bachelor of Science in Architecture, Lawrence Technological University

REGISTRATIONS & CERTIFICATIONS

Registered Architect, Michigan



LTU East Hall, Southfield, MI



Cauley Ferrari, West Bloomfield Township, MI

Bringing 18 years of diverse professional experience in the architecture field, Eric leads the architecture discipline as Director of Architecture through creative design responses, innovative technical solutions, and thorough project management. He has taken a pioneering role integrating design technology and computational design practices into the architectural discipline while leading and collaborating on the office's largest and highest profile projects including the Lawrence Tech Student Residences, The MID Mixed-Use Master Development, and the competition winning Roger Williams Park Gateway and Visitor Center.

KEY PROJECTS

LTU East Residence Hall / Southfield, MI

Project Architect for 80,250 sf new residence hall on LTU's campus. 300+ beds and amenity spaces. Layering eleven diverse programs throughout the building, specific environments are shaped to encourage student interaction through learning, fitness, nutrition, collaboration, study, entertainment, music, and relaxation. Utilized a CMAR delivery method.

Roger Williams Park Gateway Center / Providence, RI

A net zero energy project. The project opened in October 2022 and is now host to many recreational, cultural, and educational events and opportunities.

Van Leesten Memorial Bridge / Providence, RI

Project Architect for a Pedestrian Bridge in downtown Providence which functions both as a connector and a destination. Winner of a 2023 national AIA Award for Regional & Urban Design.

Cauley Ferrari / West Bloomfield, MI

Project architect for the addition and renovation of Michigan's only Ferrari dealership, transforming the existing 15,000 sf building into a 53,000 sf state-of-the-art facility that both showcases cars and creates an elevated car-buying experience.

The MID Co-Living / Detroit, MI

A new 290,000sf, 11-story residential community in Midtown.

The MID 4-Acre Master Plan / Detroit, MI

The 3.8-acre / 1.5 million sf mixed-use development is carefully planned to offer diverse programs including retail, hotel, housing, and dining experiences with interwoven public spaces for community, resident, and visitor engagement and connectivity.

Boardman/Ottaway Downtown Riverfront / Traverse City, MI

Senior Architect for a riverwalk and pedestrian plaza on a two-block stretch along the Boardman/Ottaway River in downtown Traverse City. Winner of a 2023 AIA Detroit Honor Award.

MEGAN MARTIN-CAMPBELL, AIA, NCARB, LEED AP, CSI CDT
PROJECT ARCHITECT / COMMUNITY ENGAGEMENT SPECIALIST / **INFORM STUDIO**



EDUCATION

Master of Architecture, with Distinction Lawrence Technological University

Bachelor of Science in Architecture Lawrence Technological University

Bachelor of Science, Interior Architecture Lawrence Technological University

REGISTRATIONS & CERTIFICATIONS

Registered Architect, Michigan

CSI Construction Documents Technologist

LEED Accredited Professional

MEMBERSHIPS & AFFILIATIONS

AIA Detroit President 2022

AIA Detroit Board of Directors

AIA House Tour Committee

National Organization of Minority Architects (NOMA)

NCARB

Lawrence Technological University, Alumni Cabinet; Department Chair's Advisory Board of Professionals

City of Pleasant Ridge Planning Commission and Downtown Development Authority

LECTURES/PANELS

2017 Lawrence Technological University Community Design Day - 10 Years of Standing in the Gap, Activism Studio (Panelist)

PROFESSIONAL AWARDS

2024 National AIA Young Architect Award

2023 AIA Detroit Young Architect Award Recipient

2020 AIA Michigan Young Architect Award Recipient



Chroma, Detroit, MI

Megan is a licensed architect, project leader and associate at INFORM Studio where she brings a comprehensive understanding of design, research, and technical implementation to projects. She has been in professional practice since 2004 where she has practiced in the areas of non-profit projects, education, Higher Ed, healthcare, and corporate projects in Michigan and across the country.

Megan believes it is critical that architects play an active role in their communities. That is her "WHY". By applying the problem seeking and solving tools of her design training she believes that architects offer a unique perspective to the public and of the built environment. Megan seeks to be an active part of that conversation at multiple scales within her community; architectural practice, municipal, academia, professional affiliations, public engagement, and philanthropy.

KEY PROJECTS

Lenox / Community Center at A.B. Ford Park / Detroit, MI

Senior Project Architect and Project Manager for Detroit's first climate resilient community center and the integration of a Cross-Laminated Timber (CLT) deck. The center opened in October 2023 with a wide range of recreational and educational programming.

The Motor Enclave / Tampa, FL

Senior Project Architect for 200 acre site which includes a 1.6 mile Tilke-design Performance Circuit, 30 Acre Off-Road Experience, a 33,000 sf event center, and buildings for 300+ customizable private garages for car enthusiasts, all strategically located off I-75.

Economic Empowerment Center / Detroit, MI

Senior Project Architect for a new 20,000sf multi-purpose, flexibly designed Community Empowerment Center. This space will provide vital resident amenities such as a childcare facility, youth-serving amenities, the creation of community space, economic development and workforce opportunities, and the re-purposing of vacant land.

CHROMA, Milwaukee Junction / Detroit, MI

Project Architect. 83,500 sf adaptive reuse project in Detroit. A collaborative center dedicated to advancing design, education, craft, and manufacturing while creating a shared community of neighborhood residents, entrepreneurs, and local businesses.

Birmingham Unitarian Church / Birmingham, Michigan

Remodeling the main entrance and lobby areas into an open, engaging space and the social hall, restrooms, meeting rooms, and classrooms, Barrier-free access connecting all buildings on campus, Improvements to parking lots, driveways, sidewalks, and landscaping. Strong emphasis on green principles and initiatives. *(Project Architect / Project Manager)*

Centropolis Accelerator, Lawrence Technological University / Southfield, MI

Project Architect, The 6,300sf facility is the headquarters for the Accelerator program. *(Project Architect / Project Manager)*

ERICA ULIN, AIA, WELL AP
SENIOR PROJECT ARCHITECT / **INFORM STUDIO**



EDUCATION
Master of Architecture, University of Michigan

Bachelor of Science in Construction Engineering Technology, University of Toledo

REGISTRATIONS & CERTIFICATIONS
Registered Architect, Michigan, Illinois

MEMBERSHIPS & AFFILIATIONS
Co-director & Project lead for Open Architecture Collaborative

AIA Chicago Chapter Member

AIA Chicago's Wing Mentorship

ACE Mentorship



Erica Ulin, AIA WELL AP, is a Senior Project Architect at Inform Studio in Northville, Michigan, where she is currently leading community-focused projects in metro Detroit. Throughout her career, she has gained experience across various sectors, including education, commercial, and healthcare, while specializing in community, non-profit, and residential projects. Erica's passion as an architect lies in delivering projects that not only exceed client expectations, but also make a positive impact on the communities they serve. As a WELL accredited professional she is also interested in how the built environment can positively impact our physical and mental health, and how good design can create spaces that help people thrive.

KEY PROJECTS

The Night Ministry* (Corporate HQ & Youth Shelter) / Chicago, IL
The Night Ministry has renovated a three-story space to support the growing needs of the 44-year-old organization which provides housing, healthcare, and human connection to members of the Chicago community experiencing homelessness. (Project Architect)

Broadway Youth Center* (Heath Clinic, Youth Center, Offices) / Chicago, IL
The Howard Brown Health – Broadway Youth Center is getting a new permanent home. The new building will be located at 1023 W. Irving Park Rd, and is designed to support the organization's mission to “make life healthier and happier for young people (12-24) who are transgender, queer, lesbian, bisexual, gay, and especially young people who do not have stable housing.” The program includes a health clinic, multiple day-time community spaces, and private spaces for counseling, career, and social services. (Project Architect / Programming - CDS)

West Suburban Community Pantry* (Food Pantry) / Woodridge, IL
A client-choice food pantry that replicates a grocery store experience for clients with both in-person shopping, and an online ordering/pick up option. Operating out of two storefront spaces within an industrial park in Woodridge, IL, the organization's existing facilities were inefficiently laid out and lacked private and inviting waiting areas for guests to meet with staff. (Project Architect)

The Night Ministry - West Town* (small shelter renovation) / Chicago, IL
The Night Ministry West Town is a small but intentional renovation project meant to enhance the experience of the clients who will be enrolled in the new Parenting with Purpose program located on the 4th floor of West Town's transitional shelter. The project aims to make a comfortable kitchen and living space that can more easily accommodate the everyday needs of the new parents that will be calling the 4th floor home. (Project Architect)

*Indicates work completed at a previous firm

SHAWN CALVIN, IIDA, NCIDQ, LEED AP
DIRECTOR OF INTERIOR DESIGN / **INFORM STUDIO**



EDUCATION
Master of Interior Architecture
Lawrence Technological University

Bachelor of Fine Arts
University of Michigan

REGISTRATIONS & CERTIFICATIONS
IIDA

Council for Interior Design Qualifications (NCIDQ)

USGBC - LEED AP

As the Director of Interior Design, Shawn's expertise includes spearheading initiatives, managing client development, and being a visionary for strategic growth. A LEED Accredited Professional since 2009, Shawn is recognized by the Council for Interior Design Qualification for successfully completing education, experience and examination standards in 2015.

Shawn has provided creative and technical expertise in many large-scale projects throughout her career in Education, Workplace, Retail, Religious, Healthcare and Sports & Hospitality typologies. Her experience in Construction Document completion includes drafting, specification, pricing and procurement of interior furnishings & finishes. Her typology involvement ranges from corporate headquarter projects, higher education housing and retail projects to preferred seating suites, club spaces and concourses. A creative teammate, Shawn is determined to inspire hospitality-driven, human experience through interactivity with the built environment.

KEY PROJECTS
Economic Empowerment Center in N. Corktown / Detroit, MI
Community Center at A.B. Ford Park / Detroit, MI
Equinox - Bloomfield Hills Fitness Club / Bloomfield Hills, MI
Equinox - Studio City / Studio City, CA
Equinox - Wisconsin Ave. / Washington, DC
M1 Concourse Event Center / Pontiac, MI
CHROMA, Milwaukee Junction / Detroit, MI
The Motor Enclave Event Center / Tampa, FL
The MID, 4 acre mixed-use Development / Detroit, MI
Cauley Ferrari / West Bloomfield Township, MI
AMITY Coworking / Northville, MI
Pewabic Pottery Expansion / Detroit, MI



Roger Williams Park Gateway Center, Providence, RI
A Net-Zero Energy Project



EDUCATION
Combined Master/Bachelor of Science in Architectural Engineering
Lawrence Technological University

REGISTRATIONS & CERTIFICATIONS
Licensed Professional Engineer in the following states: MI, MO, MN, TN, CA, FL, OH, WA, GA, IL, IN, SC, PA

ZACH VINSON, PE
DIRECTOR OF MECHANICAL ENGINEERING / **INFORM STUDIO**

Zach leads the Engineering team at INFORM Studio and has a wide variety of project experience including K-12, higher education, commercial, industrial and automotive. His goal with each project is to carefully consider the needs of the client and the project and provide solutions that are thoughtfully integrated with all disciplines.

KEY PROJECTS

The Motor Enclave / Tampa, FL
Lead Mechanical Engineer for 200 acre site which includes approximately 350,000 sf of automotive garage space, a 1.6 mile racetrack, and a 33,000 sf event center.

M1 Concourse / Pontiac, MI
Lead Mechanical Engineer to finalize the 28,500sf Event Center, and Phase 4 of the M1 Concourse Garages.

IFF - Economic Empowerment Center / Detroit, MI
Lead Mechanical Engineer for new 20,000sf center in North Corktown.

Equinox / Bloomfield Hills, MI
Mechanical Engineer for adaptive reuse 48,000sf luxury fitness center.

Stellantis World Headquarters / Auburn Hills / MI
Project engineer for various building improvements at the Stellantis World Headquarters.

Woodhaven School District Bond* / Woodhaven, MI
Project engineer. This project included large scale renovation and expansion of various K-12 schools, including a high performance athletic wing.
*experience prior to joining INFORM Studio

TODD STITES, PE, LEED AP BD+C
SENIOR ELECTRICAL ENGINEER / **INFORM STUDIO**



EDUCATION
Bachelor of Science, Electrical Engineering
Western Michigan University

REGISTRATIONS & CERTIFICATIONS
Licensed Professional Engineer in MI, CA, FL, IL, IN, KY, MN, OH, PA, SC, WI
LEED AP

A highly experienced electrical engineer, Todd leads the Electrical Engineering team at INFORM Studio. Prior to INFORM Studio, Todd was an electrical engineer for Consumer Energy for 16 years where he was involved in commercial projects incorporating areas such as open office, conference/instruction spaces, automotive garages, and electrical equipment testing. In all of these areas meeting the end users needs allowing for a valuable use of their time paired with a straightforward design are paramount.

KEY PROJECTS / EXPERIENCE

The Motor Enclave / Tampa, FL
Lead Electrical Engineer including work on Track Performance Equipment, General Purpose Distribution, Coordination with Utility for Seventeen 1,600 Amp Service Locations w/ Meter Stacks, Coordination with Data and Audio/Visual Contractor.

IFF - Economic Empowerment Center / Detroit, MI
Lead Electrical Engineer for new 20,000 sf center in North Corktown.

Consumers Energy* / Across Michigan
Participated through the design and construction of 8 LEED projects, (4) certified and (4) Silver, as the owner's staff engineer at various locations in Michigan. For Consumers Energy, participated in design and construction of new buildings on existing properties as well as renovating existing spaces. Both of these have involved phasing the construction to allow for continued use of the spaces during construction with minimal interruption.

Grand Valley State University* / Grand Rapids, MI
Provided conference room space for various types of corporate training and a shared space with Grand Valley State University. *experience prior to joining INFORM Studio

TOM SOVEL, PE
CIVIL ENGINEER / PROJECT EXECUTIVE / **SPALDING DEDECKER**



EDUCATION
BS, Civil Engineering,
Michigan State University, 1988

LICENSES AND REGISTRATIONS

Professional Engineer:
Michigan, Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington DC, West Virginia, Wyoming.

QUALIFICATIONS

Mr. Sovel has more than three decades of experience providing site engineering for diverse municipal projects including recreational facilities.

Extensive pavement management, stormwater management, and site engineering experience.



Thomas J. Sovel, PE has 35 years of experience in the industry and with Spalding DeDecker. Mr. Sovel ensures all engineering projects, initiatives, and processes are in conformance with SD's established ISO 9001-based policies and objectives, which ensures efficient coordination and completion of land development projects.

KEY PROJECTS

O.P.C. (Older Persons' Commission) Facility / Rochester, MI – Project Manager responsible for oversight of site engineering for the 90,000sf OPC recreation center..
Kemeny Recreation Center Renovations, Detroit, MI – Project Manager for civil engineering design and construction phase services to expand the building and construct additional parking.

Ferris State University Projects / Big Rapids, MI – Project Manager in charge of planning and design of site improvements for various projects on campus including Health and Physical Education Building addition, Sports Arena addition, Swan Building - Annex Addition, East Campus Apartments demolition, Intramural and Intercollegiate Athletic Fields, and Parking Lot 17 Expansion.

University of Michigan Projects / Ann Arbor, MI – Project Manager overseeing planning and design aspects for many projects on the campus. Design work included paving, grading, drainage, road, retaining wall, and utility design for the following projects: New Athletic Department Maintenance Facility, Taubman Health Sciences Library Expansion and Renovations, Crisler Arena Renovation, and Crisler Arena Player Development Center.

Oakland University Recreation Center and Other Projects / Rochester, MI – Project Manager overseeing planning and design aspects for numerous projects on the campus. Design work included paving, grading, drainage, road, retaining wall, and utility design for the following projects: Hillcrest Hall, Lot P17 Improvements , Upper Athletic Fields, Recreation Center Drainage Improvements, Elliott Tower, New P32 Parking Structure, and Lower Athletic Fields Improvements – Softball and Baseball Fields.

Rochester College / Rochester Hills, MI – Project Manager on college projects since 1994. Projects include site demolition and engineering plans for two new dormitories and access road, including storm and sanitary sewer, water main, paving, and grading. Also a new library, various parking and traffic circulation improvements, and athletic field improvements.

Mercy High School – Athletic Field Plaza and Parking Lot / Farmington Hill, MI – Project Manager for civil engineering design services that includes new concession/restroom building, and improvements to the tennis courts soccer field, and track.

NICHOLAS BRASS, PE
CIVIL ENGINEER / PROJECT MANAGER / **SPALDING DEDECKER**



EDUCATION
BS, Civil Engineering,
Lawrence Technological University,
2011

LICENSES AND REGISTRATIONS

Professional Engineer
Michigan, 2016

PASER Pavement Rating Certification

Storm Water Operator Certification

Comprehensive Soil Erosion
and Sedimentation Control
Certification

TRAINING

AutoCAD: Civil 3D

Ersi: ArcGIS

Bentley: CulvertMaster,
FlowMaster, StormCAD,
WaterCAD

QUALIFICATIONS

Highly experienced using the
PASER rating system for pavement
management.

Extensive experience providing plans
and specifications for various facility
redevelopments.



Nicholas Brass, PE has more than 14 years of experience in the industry. In his role as project manager, Nick is responsible for providing project management and project support, including civil site design, specification and plan development, quality reviews, and task planning for a variety of projects. He has performed initial field inspections and investigations to collect data to develop improvement plans; designed plans and specifications for land development, pavement management, and municipal-owned infrastructure projects; provided soil boring analysis; reviewed sites to integrate sustainable elements; and performed pavement inspection using the PASER rating system for many facilities/programs and managed databases and tracked and forecast pavement maintenance repairs.

KEY PROJECTS

Kettering University – Project Engineer – Provided site development design and construction documents for a new student learning center, including paving, grading, drainage, and utilities. The project included terrace seating, trench drain design, storm water pumping and force main, and truck dock design.

Oakland University – Project Engineer – Provided site development design for a renovation and addition of existing instructional buildings including utilities, storm water management, grading, and sidewalk improvements. These projects include the redeveloped South Foundation Hall building, renovated Varner Hall, and new golf facility.

Macomb County Department of Roads Vehicle Maintenance Facility / Clinton Township, MI – Project Engineer – Provided site plan and construction documents for a new vehicle maintenance facility, including paving, grading, storm water management systems, utilities, and box culvert drain crossing.

Farbman Group - 9 Dome - Project Engineer/Manager – Oversaw design of the site development for a new sports dome. The project included infiltration basins to reduce storm water runoff storage requirements. Furthermore, our services included facilitating the design coordination with mechanical and electrical engineers for new facility services.

Washtenaw Community College – Project Engineer – Provided site development design for a new instructional building including utilities, sanitary sewer lift station and force main, grading, and sidewalk improvements.

Kendall Group Facility / Clinton Township, MI – Project Engineer – Prepared site plans and engineering plans for 22 acre site to facilitate 100,000 square foot office/distribution facility. Project included right-of-way deceleration and acceleration improvements, county drain abandonment, and wetland mitigation.

Walled Lake Consolidated Schools – Project Engineer – Provided site plan and construction documents for a new early childhood center, including paving, grading, drainage, underground detention, utilities, 12+/- vertical retaining wall, anti-ram fencing, and wetland protection.

NICHOLAS R. WALLACE, PLA
LANDSCAPE ARCHITECT / **SPALDING DEDECKER**



EDUCATION
AD, Landscape Architecture, with
High Honors

Lansing Community College, 2012

LICENSES AND REGISTRATIONS

Professional Landscape Architect
Michigan, 2024

Storm Water Management
Construction Site Certification

SESC Review and Design Certification



Nick Wallace's professional experience spans several years in residential landscape and hardscape design and construction. This has given him a comprehensive understanding of every phase of a project, from initial concept and cost estimating to detailed construction drawings and final execution. Nick's diverse skill set enables him to take projects from concept to completion, utilizing techniques such as preliminary sketching, design development, construction drawings, digital rendering, and presentation graphics to bring each vision to life.

KEY PROJECTS

Shelby Township Field House / Shelby Township (Oceana Co.), MI – Retained to provide design and construction services for the development of a 40,000 sq. ft. field house including stormwater management, 30-50 car parking lot, connecting drive(s) to the Community Park, walkways and landscape plan.

Trader Joe's Development / East Lansing, MI – Retained by Strathmore Real Estate Group to provide site plan concepts, site plan review through Meridian Township, design, permitting, and construction documents for a new Trader Joe's store.

Oak Shore Commons / Acme Township, MI – Retained by a developer to provide a site landscape plan that met the Township's zoning ordinance, was aesthetically pleasing, and used entirely native plants to redevelop a commercial property into a housing development. Also provided design for a playground area, walkways, ADA accessibility, signage plan, and revisions to the landscape plans.

Memorial Hospital Site and Landscape Plans / Owosso, MI – Worked with Timberland Development and Owosso Memorial Hospital to provide site and landscape plans with amenities, sidewalks, and multi-use pathways for their new medical office and assisted living complex.

PG Group Commercial Redevelopment Site Plans – Provided landscape plans, parking lot layouts, renderings, site plan approval, construction documents, and construction coordination for multiple sites within the City of Lansing.

Courtyard Marriot of Lansing / Lansing, MI – Provided a landscape design for the new development's foundation area and revitalization of the courtyard area.

Kipp Road Hotel Development / Mason, MI – Provide consulting services for the development of a new hotel. Services included: topographic survey, geotechnical services, site design, utilities, meetings, and presentations for site plan review to the municipality. Amenities included: parking lot, pathways, location of hotel building, and property landscaping.

ROBERT E. FORD, PLA
LEAD LANDSCAPE ARCHITECT / **SPALDING DEDECKER**



EDUCATION
Bachelor of Landscape Architecture,
Michigan State University, 1975

- LICENSES AND REGISTRATIONS**
- Professional Landscape Architect
Michigan
 - Certified Playground Safety Inspector
NPPS Early Childhood Outdoor Play
Inspector
 - Certified Storm Water Management
American Society of Landscape
Architects ASLA
 - Michigan Chapter, American Society
of Landscape Architects, President
 - Michigan Society of Planning
 - Michigan Trails & Greenways Alliance
 - Global Relief of Michigan Inc.,
Advisory Board Member
 - American Planning Association

TRAINING
PSMJ Project Management Boot
Camp, 2024



Mr. Ford has over 40 years of experience in site design, land use planning, project management, park design, streetscapes and urban design. He has an extensive background in urban planning, park design, engineering, project management and administration. In 1989 Robert started Ford & Associates and in 1994 formed his current company Landscape Architects and Planners, Inc., L.A.P. provided master planning, site design, construction management, administration and quality control. As Lead Landscape Architect, he and his staff have consulted for a large number of schools, communities, and parks throughout the state. Mr. Ford has extensive experience with master plans, reports, site plans, comprehensive plans, park development, greenways, non-motorized transportation plans, streetscapes and implementation of these projects.

KEY PROJECTS

Shelby Township Field House / Shelby Township (Oceana Co.), MI – Retained to provide design and construction services for the development of a 40,000 sq. ft. field house including stormwater management, 30-50 car parking lot, connecting drive(s) to the Community Park, walkways and landscape plan.

Trader Joe’s Development / East Lansing, MI – Retained by Strathmore Real Estate Group to provide site plan concepts, site plan review through Meridian Township, design, permitting, and construction documents for a new Trader Joe’s store.

Oak Shore Commons / Acme Township, MI – Retained by a developer to provide a site landscape plan that met the Township’s zoning ordinance, was aesthetically pleasing, and used entirely native plants to redevelop a commercial property into a housing development. Also provided design for a playground area, walkways, ADA accessibility, signage plan, and revisions to the landscape plans.

Kipp Road Hotel Development – Provide consulting services for the development of a new hotel. Services included: topographic survey, geotechnical services, site design, utilities, meetings and presentations for site plan review to the municipality. Amenities included: parking lot, pathways, location of hotel building, and property landscaping.

River’s Edge Mixed Use Housing Development – Retained by Oakwood Construction to provide services for conceptual drawings, special use permit applications, site design, site plan approval, DEQ permit, MDOT controlled access permit, construction manual for site work, including drawings and technical specifications, signage, storm water control (interceptor), retaining walls, parking lots, sidewalks, lighting locations, landscape plans and amenity package.

PG Group Commercial Redevelopment Site Plans – Provided landscape plans, parking lot layouts, renderings, site plan approval, construction documents, and construction coordination for multiple sites within the City of Lansing.

KYLE BASSETT, PE, PTOE
TRAFFIC ENGINEER / **SPALDING DEDECKER**



EDUCATION
M.B.A., Finance,
Western Michigan University

BS, Civil Engineering,
Michigan Technological University

- LICENSES AND REGISTRATIONS**
- Professional Engineer, Michigan
 - Professional Traffic Operations
Engineer

Mr. Bassett is a Spalding DeDecker staff engineer with 11 years of experience in road design and road construction which includes drafting with AutoCAD Civil 3D and Microstation / GEOPAK, construction specifications, contractor interactions, site plan reviews, and cost estimating. Mr. Bassett has had experience with the design and inspection of road and site development projects, coordination of construction inspection activities, site plan review, and storm water analysis. He has worked on projects for the City of Grand Rapids, Michigan Department of Transportation, Wisconsin Department of Transportation, and the Ingham County Road Commission. His technical experience includes AutoCAD Civil3D, Microstation OpenRoads, MERL, Field Manager, HY8, and Microsoft Office. He is familiar with the MDOT Road Design Manual.

KEY PROJECTS

Birmingham- Seaholm High School Traffic Study / Birmingham, MI – study was performed for Seaholm Highschool to identify existing issues with traffic related to school operations and provide recommended improvements that would improve those conditions. Traffic data was collected at each of the school driveways as well as the adjacent road network and modeled using Synchro 11 traffic modeling software. In addition to traffic data collection, SD performed real time on-site observations during the school peak hours to better understand parent vehicle and pedestrian behaviors at the school. Through the traffic analysis, SD was able to provide recommendations that would prevent congestion related to school pick up and drop off times, improve queuing capacity on the school property to reduce the impact to the adjacent road network, and improve safety for both motorized road users and pedestrians.

Jax Kar Wash Traffic Study / Birmingham, MI – Provided traffic engineering services for the proposed improvements of a Jax Kar Wash located in Birmingham, MI. A traffic study was conducted to quantify the impacts of the new processes on vehicle queues onsite and offsite along with safety concerns regarding pedestrians crossing the car wash along Woodward Avenue.

Midlink Business Park Traffic Study / Kalamazoo, MI – Evaluated possible driveway configurations on Sprinkle Road including a full-movement driveway, a right-in and right-out only driveway, and no access requiring traffic to the eight parcels be routed to Midlink Drive further north. SD used the existing zoning on the parcels to formulate the basis for trip generation for the future buildout of the parcels. The study also included a crash study.

Auburn Hills Commercial Industrial Development Study / Auburn Hills, MI – Prepared a traffic study including trip generation models, operational analysis, site circulation analysis, trucking corridor analysis, proposed traffic signal modeling at the southbound I-75 on-ramp, and recommendations of the roadway network surrounding the proposed development. Traffic impacts were evaluated for the highest annual traffic generation periods using Synchro/SimTraffic models for the Joslyn Road, Great Lakes Crossing Drive, and Brown Road corridors as well as for the MDOT I-75 freeway ramps.

Steelcase 52nd Street Traffic Study / Kentwood, MI – Provided traffic engineering services for the development of three parcels located off 52nd Street in Grand Rapids, MI. Trip generation, trip distribution, traffic modeling, analysis, and a report detailing the study methodology and recommendations were included with the final deliverable to the client.

DYLAN SEESMAN, PE
PRINCIPAL, DIRECTOR OF STRUCTURAL ENGINEERING / **JQOL**



EDUCATION
Bachelor of Science in Civil Engineering,
Purdue University

REGISTRATIONS & CERTIFICATIONS
Professional Engineer: Indiana,
Kentucky, Ohio, Pennsylvania, Missouri,
Wisconsin

PROFESSIONAL AFFILIATIONS
ISEA - Member
ASCE - Member
ICRI - Member
NCSEA YMG - Chair
ACEC Vertical Committee - Member



Dylan has spent his career gaining a diverse background of experience in various types of structures including commercial, industrial, institutional, K-12, and healthcare facilities. Over the course of his career, Dylan has gained exposure to and designed structures with multiple construction materials. Some of these building types include steel frame, precast concrete, masonry, and wood frame construction. He has a passion for finding creative and practical solutions to problems and will use that mindset to help make your project become a reality.

KEY PROJECTS

Frederick Douglass Park Family Center / Indianapolis, IN
50,000 s.f. two story recreation facility located at Frederick Douglass Park in Indianapolis, IN. Structure features steel framed construction and a combination of metal stud and reinforced masonry cladding. Key features of this facility include an elevated hanging track and second floor gym. (Structural Engineer of Record)

IU Health Adult Academic Health Center / Indianapolis, IN
New 14-story hospital located in downtown Indianapolis. Design of all structural steel components and pedstrian bridges for structural system. (Structural Engineer of Record)

North Central High School / Indianapolis, IN
Multi phase addition and renovation to North Central High School Campus. Improvements include auditorium renovations, West Gym & Multipurpose Room addition, Administrative & Performing Arts additions. Construction includes steel frame, precast concrete, reinforced masonry, and cold formed stud framing. (Structural Engineer of Record)

Johnson County Public Library Clark Pleasant Branch / Whiteland, IN
New steel framed 20,000 s.f. 1 story structure in central Indiana. (Structural Engineer of Record)

Hussey-Mayfield Memorial Public Library Whitestown Branch / Whitestown, IN
New steel framed 25,000 s.f. 1 story structure. (Structural Engineer of Record)

IU McCalla School / Bloomington, IN
Renovation of numerous interior spaces and structural modifications to existing 1907 and 1928 buildings located on the Indiana University campus. Renovation also included a 2000 s.f. elevator tower and connector of the two existing buildings. The new addition is a steel framed structure with limestone veneer and connects to existing load bearing masonry with interior wood framing. (Project Engineer)



MARIA SCHADOW, PE
STRUCTURAL PROJECT ENGINEER / **JQOL**



EDUCATION
Master of Science in Civil Engineering,
Michigan Technological University
Bachelor of Science in Civil Engineering,
Purdue University

REGISTRATIONS & CERTIFICATIONS
Professional Engineer (PE): Maine



Maria is a project engineer for JQOL and has been building her experience portfolio with new construction, renovation, and addition projects. Wood and steel design are her strong suits. Maria enjoys the unique challenges that renovations and remediations projects bring. Before joining JQOL, Maria's experience was primarily in wood construction, serving as design engineer for luxury home building as well as some public interest projects like public family housing.healthcare facilities, industrial facilities, hotel and multi-family residential buildings.

KEY PROJECTS

Union 601* / Indianapolis, IN
6 story tall Mass Timber office building with a cantilever corner. Consists of CLT, Glulam, with masonry stair and elevator shafts. Responsible for design and detailing of connecting components. Design and Detailing Engineer (Design and Detailing Engineer)

North Central High School / Indianapolis, IN
Multi phase addition and renovation to North Central High School Campus. Construction includes steel frame, precast concrete, reinforced masonry, and cold formed stud framing. (Project Engineer)

Roeby Elementary Addition / Indianapolis, IN
Four classroom addition to an existing elementary school. Steel served as the primary structural material. (Project Engineer)

Ball State University Renovation / Muncie, IN
Renovation and reconfiguration of existing facilities at Ball State University. Existing buildings contain a mix of concrete framed structures and steel. Both steel and concrete systems required reinforcing designs. (Design Engineer)

HH Residence/ Zionsville, IN
Single family residence. Primarily constructed of wood (sawn lumber and engineered lumber), with some steel and masonry framing elements where required. (Project Engineer)

*Indicates work completed at a previous firm

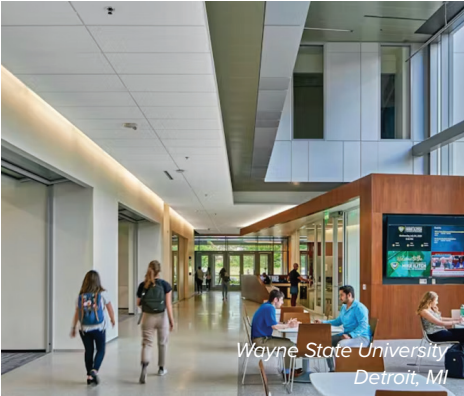


REGGIE ROLAND
PRESIDENT / **DISTRICT BY DESIGN**



EDUCATION
Oakland Community College, 1990
University of Michigan Dearborn, 1991

NON-PROFIT BOARDS
International Interior Design Association
Winning Futures
Humble Design
Detroit Athletic Club Facilities Committee



Wayne State University
Detroit, MI



Epitex
Southfield, MI

As an accomplished industry professional with a history spanning over two decades in the commercial interior design space, Reggie has evolved as a visionary leader and has also emerged as a passionate advocate for Diversity, Equity, and Inclusion (DEI). His commitment to innovation, leadership, and DEI advocacy has been the driving force behind his success. Reggie has consistently championed the importance of pushing boundaries, challenging norms, and driving positive transformation. His career has been marked by a series of prestigious board positions, allowing him to contribute meaningfully to the industry while also leaving an indelible mark on the communities they are dedicated to serving. At District by Design, Reggie will play a major role in shaping their direction and influencing the very fabric of their society and the communities in which they work and play. His journey thus far has been a testament to the fact that true leadership extends beyond the confines of one's job description. It's about inspiring others to think beyond limits, fostering an environment of collaboration, and catalyzing positive change that extends far beyond the boardroom.

KEY PROJECTS
Wayne State University Single Source Strategic Supplier
Jackson National Life Single Source Supplier
City of Detroit DBA / Police and Fire Single Source Supplier

MELINDA MILLER, PE
PRINCIPAL ENGINEER / **ABD ENGINEERING & DESIGN**



EDUCATION
Master of Science in Mechanical Engineering, University of Illinois at Chicago

Bachelor of Science in Mechanical Engineering, University of Idaho

REGISTRATIONS & CERTIFICATIONS
Acoustical Society of America
State of Oregon, Professional Engineer
Institute of Noise Control Engineering (INCE), Board-Certified Member
Institute of Noise Control Engineering (INCE), Certification Board, and Board of Directors
National Council of Acoustical Consultants
Evidence-Based Design Accrediation and Certification (EDAC)
U.S. Green Building Council LEED AP BD+C



RogueX Credit Union Community
Medford, OR



Hartnett Hall
Minot, ND

Melinda Miller brings her passion for all things sound and 20 years of experience to her role as Principal Engineer of ABD Engineering & Design. Her expertise includes diagnosing and preventing noise problems, designing acoustically optimized environments, and using evidence-based design practices. Melinda has consulted on projects involving architectural acoustics, noise isolation, mechanical noise control, and occupational noise exposure. Her experience includes higher education, K-12 schools, performance and worship spaces,

KEY PROJECTS

RogueX Credit Union Community Complex / Medford, OR
The RogueX 75,000 SF multi-purpose event center and 38,000 aquatics facility under one roof features an indoor recreation pool with two water slides, a 13-lane indoor competition pool, classrooms, an outdoor seasonal splash pad, gymnasium, and a food truck pod. The versatile events spaces can accommodate eight basketball courts, 16 volleyball courts, or 364 trade show stalls. (Principal Engineer)

Hartnett Hall / Minot, ND
ABD Engineering & Design worked with Ackerman-Estvold architects and McGough Construction to provide holistic acoustical engineering services for Minot State University's Communications, Art, English and Humanities building renovation. (Principal Engineer)

Parkview at Terwilliger Plaza / Portland, OR
ABD Engineering & Design worked with LRS Architects on this high-rise independent living building with 11 floors and 127 units. The one and two bedroom units provide residential spaces for up to 250 residents. The sky bridge connects the new facility, with a modern take on the classic Art Deco movement, to the existing campus. (Principal Engineer)

North Eugene High School / Eugene, OR
ABD Engineering & Design worked with Rowell Brokaw Architects, Opsi Architects and Eugene School District 4J to provide complete acoustical engineering and audiovisual design. (Principal Engineer)

Student Success Center / Bend, OR
ABD Engineering & Design is partnering with Opsi Architecture for the Oregon State University – Cascades Student Success Center. Many of the acoustical challenges come from the flexible use spaces for study and tutoring, advising and counseling, arts presentation, informal gathering and student involvement.

The wide-open spaces throughout required detailed analysis and recommendations for room acoustics, noise isolation, and mechanical noise control. ABD worked with Opsi to keep the beautiful mass timber structure exposed while also designing the spaces to be acoustically comfortable. (Principal Engineer)

ERIK J. GEIGER
DIRECTOR OF AUDIOVISUAL / **ABD ENGINEERING & DESIGN**



EDUCATION
Mass Communications,
University Of Wisconsin

REGISTRATIONS & CERTIFICATIONS
AVIXA (InfoComm International),
Certified Technical Specialist
CTS-D
AVIXA (Infocomm) Infrastructure
Standards working group



Erik J Geiger has designed and consulted on audio, video, and technical systems for over 20 years. He has served as an Audiovisual discipline leader and project manager, and carries a wealth of technical system consulting and design experience. Erik brings the heart of a teacher to every project, helping clients and end-users to understand a rapidly changing environment — having held a position at Columbia College, Chicago for many years. Erik specializes in planning, budgeting and needs analysis studies for audiovisual and media technology-based systems, with a focus on facilities and infrastructure planning to provide life cycle value and long-term cost savings through accommodating future technologies, some of which may only be emergent.

KEY PROJECTS

RogueX Credit Union Community Complex / Medford, OR
The RogueX 75,000 SF multi-purpose event center and 38,000 aquatics facility under one roof features an indoor recreation pool with two water slides, a 13-lane indoor competition pool, classrooms, an outdoor seasonal splash pad, gymnasium, and a food truck pod. The versatile events spaces can accommodate eight basketball courts, 16 volleyball courts, or 364 trade show stalls. (Director of Audiovisual)

North Eugene High School / Eugene, OR
ABD Engineering & Design worked with Rowell Brokaw Architects, Opsis Architects and Eugene School District 4J to provide complete acoustical engineering and audiovisual design. (Director of Audiovisual)

Ben Davis High School / Indianapolis, IN
ABD Engineering & Design worked with Schmidt Associates to provide acoustical engineering and audiovisual design services for renovating the existing 1200 seat auditorium and 480 seat theater. ABD’s acoustical engineers performed acoustical testing in the existing spaces to measure the existing conditions. Data collected on site was combined with the architectural drawings to model the auditorium and theater, and make recommendations for new acoustical surfaces, treatments, and finishes. (Director of Audiovisual)

Secchia Piazza / Grand Rapids, MI
ABD Engineering & Design worked with Progressive AE to provide Room Acoustics recommendations and an audio system design for this unique kaleidoscopic piazza. The Piazza received the AIA Grand Rapids 2024 Building Award. (Director of Audiovisual)

California State University Channel Islands / GCamarillo, CA
ABD Engineering & Design provided an unbiased assessment of classroom audiovisual infrastructure and systems at California State University Channel Islands. (Director of Audiovisual)



EDUCATION
Bachelor of Architecture,
Lawrence Technological University

MATTHEW BARNES, LEED AP
DIRECTOR OF DESIGN / **GREAT LAKES CULINARY**

Matt is a Director of Design and has designed and engineered a multitude of food service production, serving and dining areas for healthcare, corporate and university settings. Whether it’s new construction or a multiphasic renovation, his designs excel in both functional planning and aesthetic appeal, while ever conscious of project budget parameters. He combines his strong graphic background, mechanical engineering experience and architectural training to design foodservice environments that function efficiently yet remain pleasant and desirable in their orientation to basic human needs for comfort and dignity.

KEY PROJECTS
Martha Jefferson Hospital / Charlottesville, VA
A new 175-bed healthcare facility with a 17,000sf, multi-level kitchen and cafeteria. \$1.4 million Equipment Budget.

Reid Health / Richmond, IN
A 217-bed replacement hospital. 21,500sf food service department including a 9,000 square foot cafeteria serving area on the second floor and 12,500sf production kitchen on the lower level.

Eastern Maine Medical Center / Bangor, ME
Multi-phase renovation project expanding an existing 7,500sf food service department to a 21,300sf facility serving the new bed tower of this 637-bed medical center.



RYAN DAY
SENIOR ELECTRICAL ENGINEER / **GREAT LAKES CULINARY**

With Ryan’s background as an Executive Chef, he brings a litany of firsthand knowledge to the design department. Ryan excels in transferring his experience and understanding into his designs. His ability to envision himself within the kitchen space and his technical aptitude come together to create clear and accurate design documents for client presentations and architectural coordination.

KEY PROJECTS / EXPERIENCE
Sylvan Table / Sylvan Lake, MI
The design of Sylvan Table began with the acquisition of a 300-year-old barn from Maine. Using the barn’s original design while incorporating industrial textiles, windows and woods, the menu is complimented by this warm and inviting space.

Shewolf Pastificio & Bar / Detroit, MI
SheWolf mills their own flour, on site. The open beautiful kitchen, with a unique down-from-above shelving system, serves as a highly functional pass window and beautiful decorative piece all at once. In the buzzing Midtown Detroit, SheWolf will remain a place to see and be seen for years to come.



ANDREW ARATA
TECHNICAL PRODUCTION LEAD / **GREAT LAKES CULINARY**

Andrew Arata joined Great Lakes Culinary Design in 2018 as a technical draftsman. His past experience of 16 years in the automotive industry made him the perfect addition to our team. Extremely detail-oriented, Andy’s approach is vital in our process of document production. In previous positions, he was tasked with highly technical work such as designing/engineering battery components and managing a quality assurance department, ensuring all company standards and procedures are met. His addition has been a vital improvement to the team. Andy’s role as Technical Production Lead puts him in charge of assigning, scheduling and reviewing the utility coordination drawings for every project that moves through the department. He also oversees all BIM coordination with other disciplines during the design and construction process.

BILL WEAVER, PE
PROJECT DIRECTOR - AQUATICS / **WATER TECHNOLOGY, INC**



EDUCATION
Masters of Science, Environmental Science, Purdue University

Bachelors of Science, Envrionmental Science, Ohio State University

REGISTRATIONS & CERTIFICATIONS
Professional Engineer: OH, WI



Bill joined the WTI team in 2022 and brings a wealth of practical experience. He is a licensed PE in WI and OH, with a BS in Environmental Science from Ohio State University, and an MS in Environmental Engineering from Purdue University. He brings approximately 15 years of engineering experience as a design consultant on municipal wastewater treatment and conveyance projects where he most recently served as a Project Manager.

Bill's background includes 15 years of coaching experience at the club, high school, and college levels. In 2018, he led the Madison West Boys Swimming & Diving Team to a Wisconsin High School State Championship. Prior to coaching, Bill spent several years as an elite swimmer where he was a member of the USA Swimming National Team, an Olympic Trials Finalist, NCAA All-American and three-time Big Ten Conference Champion. He continues to swim and actively competes as a U.S. Masters Swimmer. As a swimmer and former coach, Bill has seen many great aquatic facilities and can pull from those experiences to guide future designs.

KEY PROJECTS

- Tracy Indoor/Outdoor Waterpark / Tracy, CA
- Keastone Bay's Main Amenity & Waterfront Amenity / Long Neck, DE
- Pot-Nets Communities Seaside Recreation Facility / Sussex County, DE
- Shirley B. Winston Pool / Columbus, GA
- Rigdon Park Pool / Columbus, GA
- Psalmond Road Pool / Columbus, GA
- Elberton Splash Pad / Elberton, GA
- City Park Pool / Iowa City, IA
- Spencer Outdoor Aquatic Center / Spencer, IA
- Jellystone Park Pool RV Resort / Millbrook, IL
- 2024 US Olympic Trials / Indianapolis, IN
- Kennedy Park Outdoor Aquatic Center / South Bend, IN
- Hutchinson Prairie Dunes Golf Club Pool Evaluation / Hutchinson, KS
- John Hopkins Natatorium Renovation / Baltimore, MD
- Red Oaks Waterpark Assessment / Madison Heights, MI
- Mankato Area Public Schools / Mankato, MN
- Belgrade Aquatics and Recreation Center / Belgrade, MT
- Veridea Pool and Splash Pad / Apex, NC
- Mahoney State Park Aquatic Facility Expansion / Ashland, NE
- Ohio University Aquatic Renovation / Athens, OH
- Sandusky Community Aquatic Center / Sandusky, OH
- Charleston County Water Parks Electrical Assessment / Charleston, SC
- Huether Family Aquatic Center Maintenance Plan / Yankton, SD
- Boerne ISD Competition Pool / Boerne, TX
- SMU Hydrotherapy & Plunge Pool Addition / Dallas, TX
- Westminster Canterbury Elevated Pool / Chesapeake Bay, VA
- Chelan Douglas Regional Sports Complex Feasibility Study / Wenatchee, WA

MIRANDA CHRISTIANSON
DIRECTOR OF PRODUCTION - AQUATICS / **WATER TECHNOLOGY, INC**



EDUCATION
Associate of Applied Science
Architectural Commerical Design,
Wisconsin Indianhead Technical
College, Rice Lake, WI



Miranda joined WTI in 2016 and brings with her over six years of CAD experience. Always up for a challenge, Miranda pushes herself to not only meet, but exceed her goals. Working closely with the Mechanical Design Department and Project Management teams, she helps ensure project milestones are met. Her detail oriented mindset drives her need to know how all the pieces fit together to make the whole; this allows her to produce high quality, accurate construction documents.

KEY PROJECTS

- Lower Huron Metropark Slide Complex Addition - Belleville, MI
- Grand Hotel - Mackinac Island, MI
- Kalahari Outdoor 2018 Outdoor Expansion – Sandusky, OH
- JLA Hotel Pool - Detroit, MI
- Kalamazoo College Natatorium Renovation - Kalamazoo, MI
- The Saginaw Chippewa Indian Tribe Community Center - Mount Pleasant, MI
- Great Wolf Lodge Resorts Children's Pool Renovation - Traverse City, MI
- Moores Park Pool - Lansing, MI
- Wayland Union School Competition Pool - Wayland, MI
- Great Wolf Lodge – Scottsdale, AZ
- McClintock Swimming Pool – Tempe, AZ
- Great America Cedar Fair – Santa Clara, CA
- New Recreation Center Design – Commerce City, CO
- Square 696 Multifamily Pool Design – Washington, DC
- Pot-Nets Community Seaside Recreation Facility - Long Neck, DE
- Keastone Bay Aquatics & Recreation - Sussex County, DE
- DuPont Country Club - Wilmington, DE
- Aquatica 2018 Waterslide Attraction – Orlando, FL
- Grand Wailea Pool Finish & Mechanical – Wailea, HI
- Ultimate Swim – Oak Brook, IL
- Southern Area Aquatics and Recreation Center – Brandywine, MD
- Frontier Town Splash Park – Ocean City, MD
- Grandview Heights Pool – Grandview Heights, OH
- South Lake School District – Cottage Grove, OR
- Modera Glisan – Portland, OR
- Peninsula Pool Renovation – Portland, OR
- Whirlin Water Park – Charleston County, SC
- Upper Palmetto YMCA Indian Land SC – Lancaster County, PA
- Kingsport Aquatic Center - Kingsport, TN
- Morristown Community Center - Morristown, TN
- The Joseph Hotel - Nashville, TN
- Outdoor Pool Renovation Design – Pigeon Forge, TN
- Multiple Parks Full Design – El Paso, TX
- Indoor Aquatic Center – Lewisville, TX
- Community Center – Airway Heights, WA
- Family YMCA – Yakima, WA

TEAM AVAILABILITY

Every member of our team brings not only deep expertise in their respective fields but also a proven track record of leadership, ensuring the successful development and execution of the City of Birmingham’s Senior / Recreation Center.

We are fully committed to meeting the defined project schedule requirements, delivering a facility that aligns with the city’s vision and serves its residents for years to come.

REFERENCES

INFORM STUDIO

Community Center at A.B. Ford Park

Jeff Klein
City of Detroit
Deputy Chief of Landscape Arch.
General Services Dept.
(313) 400-5014
kleinj@detroitmi.gov

Equinox

Nadia Biski
Senior VP / Architecture + Design
M: (917) 698-7514
nadia.biski@equinox.com

SPALDING DEDECKER

Clarkston Community Schools

Wes Goodman
wrgoodman@clarkston.k12.mi.us
M: 248.521.3178

Oakland County Intermediate School District

Bill Chatfield
william.chatfield@oakland.k12.mi.us
M: 248.343.2099

Oakland County

Brett Battishill
battishillb@oakgov.com
M: 248.721.1205

JQOL

Frederick Douglass Park Family Center

Cory Kranek
Construction Administrator
Indy Parks & Recreation
C: (317) 504-0273

Tolson Center for Community Excellence

Pat Gross
Manager of Project Development
DJ Construction
C: (574) 849-2050



CRITERIA 3: DESIGN APPROACH + WORK PLAN

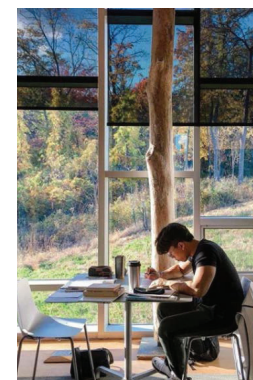


ROGER WILLIAMS PARK
GATEWAY CENTER

ROGER WILLIAMS PARK GATEWAY CENTER / Providence, RI
INFORM Studio

OUR APPROACH WILL EMBRACE THE **CORE VALUES & GOALS** OF THE PROJECT, AND WE WILL STRIVE TO PROVIDE AN INSPIRATIONAL DESIGN RESPONSE THAT CAPTURES THE SPIRIT OF BIRMINGHAM AND NEIGHBORING COMMUNITIES. THE FOLLOWING GUIDING PRINCIPLES ARE CRITICAL TO THE SUCCESS OF THE SENIOR / RECREATION CENTER AND WILL INFLUENCE ALL ASPECTS OF THE PROJECT, FROM THE PUBLIC PRESENTATIONS AND WORK SESSIONS TO PROJECT COMPLETION.

RESPONSIBLE DESIGN



A successful project design must consider the cost-effectiveness and aesthetics of all material choices while prioritizing pragmatic and low-maintenance solutions. While the design must be transformational, it is important that the new **Senior / Recreation Center** blend harmoniously with the surrounding environment and fit within the existing neighborhood context.

ACCESSIBILITY / INCLUSIVITY



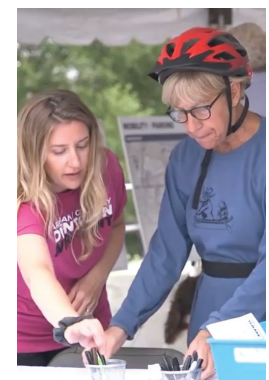
Ensuring universal access is vital for the **Senior / Recreation Center's** relationship with the broader Birmingham community. Our design response will strive to activate the entire site, and consider mobility and visual connectivity for all pedestrian and vehicular approaches. This strategy will ensure enhanced site accessibility with improved safety, and inclusivity.

RESILIENCY



We recognize that resiliency is a fundamental driver that will influence our entire project approach. A successful Senior / Recreation Center response will extend beyond environmental sensitivity and explore aspects of economical and social resilience. We will introduce sensitive, responsible and integrated strategies throughout the design process.

COMMUNITY PLACEMAKING



The key to a successful place is much more than its function. It's about creating experience. Creating memories. Creating a destination. Birmingham's new **Senior / Recreation Center** will play a catalytic role within the community, integrating architecture, landscape, art, and programming to foster engaging and memorable spaces that promote connection and enhance quality of life.

SUSTAINABILITY / WELLNESS



Our team will provide a comprehensive environmental approach to the new **Senior / Recreation Center**. Sustainability is integrated throughout our research and design process, influencing an immersive and holistic approach. Our strategy maximizes design considerations and introduces sensitive and responsible approaches to the site and building.

PROJECT DELIVERY METHOD APPROACH

The Birmingham Senior/Recreation Center will “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.” We understand the significance of comprehensive planning and consensus building and a successful approach will prioritize early and transparent engagement with the City Staff, Ad Hoc Senior/Recreation Center Committee, City Commission and Owner’s Representative as well as community and stakeholders. A parallel strategy with the selected Construction Manager will stress collaboration, cost control, and risk management.

Led by INFORM Studio, our Design Team will employ a rigorous and holistic approach in the development of the City of Birmingham’s Senior/Recreation Center, while adhering to the framework of a Construction Manager at Risk (CMAR) project delivery method with a Guaranteed Maximum Price (GMP). Our approach will build on the core values and design goals established by the City’s vision and will leverage community engagement input to ensure a comprehensive understanding of the specific recreational needs and preferences of Birmingham residents. This user-centric approach will serve as the foundation for a design that excels in delivering a facility tailored to the community’s desires, while working collaboratively with the Construction Manager (CM) to ensure cost control, transparency, and adherence to the GMP throughout the life of the Senior/ Recreation Center project.

To accomplish the highest level of design and construction document execution in our project deliverables, we implement a systematic process that integrates quality assurance and quality control (QA/QC) through all project phases. This process is tailored to evaluate and monitor project development and execution while adhering to the GMP. Our QA/QC plan will run parallel to the CMAR framework, encompassing in-depth design and technical reviews at project milestones to ensure the project remains in compliance with schedule and budget.

Our commitment to quality is a significant contributing factor to both design excellence and adherence to the project budget stipulated by the GMP. During construction, Model Interference Checks (clash detection) will play a critical role in the context of the CMAR and GMP structure. The CM and Design Team will perform regular clash detection exercises, generating regular reporting to identify and resolve construction conflicts, ensuring not only high-quality execution but also effective cost management within the GMP.

It is imperative within the CMAR and GMP framework to establish and nurture a collaborative working relationship between the Project Team (City of Birmingham, NEXT, the Owner’s Rep, the CM, INFORM Studio, Spalding DeDecker, JQOL, WTI), Community Stakeholders, and Authorities having Jurisdiction (AHJs). Once established, our approach involves the implementation of a transparent decision-making and project management process in alignment with the CMAR and GMP framework. We will identify the critical paths that impact decisions made by the entire project team, assuring schedule adherence. We will utilize the CM’s preferred Project Information Management software (BIM360, Newforma, Procore, etc.) to monitor and manage schedule and project management tasks though the construction of the project.

Our goal is to exceed the expectations set forth in this RFQ,

and deliver a senior/recreation center that stands as a lasting testament to the vibrancy, accessibility, and inclusivity of the City of Birmingham while adhering to the cost predictability and value-driven principles of the CMAR with GMP approach.

STAKEHOLDER & COMMUNITY ENGAGEMENT

As a team, we are committed to crafting forward-thinking public spaces that evolve through a process where stakeholders and community members collaborate as co-creators within our design process. A key driver for successful placemaking and experiential design is the early involvement of the community during the initial programming and design phases. To understand the project’s broader impact and context throughout the design process, our team will employ an immersive and hands-on approach to community engagement, involving several meetings and workshops to gather, assess, and implement community input. This will build from the engagement sessions previously conducted by NORR. Each of our consultants will contribute valuable insights at this stage in the process. By harnessing the diverse strengths of our team, we can ensure an innovative, community-driven solution for the Birmingham Senior/Recreation Center.

As demonstrated in recent experience with the City of Detroit, City of Traverse City and City of Miami, our process is specifically tailored to the needs of each community and relies heavily on trust, transparency and effective communication. Working with the city staff, we will help develop an outreach plan that is considerate of Birmingham’s unique issues and concerns. Our approach will focus on building support and gaining consensus with stakeholders, community members and municipal leadership. Included below is an example of what a community-guided process may look like for the Birmingham Senior/ Recreation Center.

1/ INPUT PHASE

1.1/ Pre-Design Planning
INFORM Studio will plan and schedule activities related to the pre-design or input phase that will take place during the initial 12 weeks. This process will be collaborative with INFORM acting as the prime in contact with the City of Birmingham, the Ad Hoc Committee, the City Commission, and the owner’s rep. We will provide valuable insights and an initial outline for consideration by the City. A schedule of activities will include: Site Analysis, Precedent Study, Programming Research, and Community & Stakeholder Engagement planning.

1.2/ Design Team Data Collection & Assimilation
The primary focus of this scope will be a detailed site analysis from a design perspective and collaboration with the comprehensive team to understand all considerations and implications prior to beginning Concept Design. The process will require research, documentation, analysis and presentation to the City Team.

1.3/ Team Site Visit
Experiential walk-through with the design team to elaborate on findings and opportunities. Goals include a detailed personal knowledge and understanding of the site, and preparing

strategies for stakeholder and community engagement.

1.4/ Stakeholder Input Preparation
Preparation of presentation content and discussion topics for qualitative and useful input from the community and key stakeholders. The intent is to provide the City of Birmingham with relevant analysis for productive engagement sessions.

1.5/ Stakeholder Input Meetings
The Design Team will work with the City to organize and moderate a series of round table meetings with key project stakeholders which may include:

- City residents
- Government entities
- Business leaders
- Small business leaders
- Cultural groups
- Community advocacy groups
- Educational and nonprofits

The goal of the stakeholder meetings is to focus these sessions on information relevant to each representative group and ensure open communication can occur without fear of competing agendas. A complete list of final stakeholders will be determined through a collaborative effort with the City of Birmingham.

1.6/ Community Input Workshop Prep
With an public project of this magnitude, it is critical to organize a productive public input process. Our recommended strategy is to create a half-day event that is part educational workshop and part solicitation of public response. The workshop prep is intended to organize key analysis and design criteria into “Project Stations” that address a collection of design and analysis topics that will be relevant and informative to the design process. The intent is to split the workload of the creation of these stations between key disciplines and City staff. We recognize that the City may have previous engagement data from earlier processes and it would be our intent to integrate this data into workshop presentations.

1.7/ Virtual Survey
A virtual survey – to be created by the Design Team, and disseminated by the City – that would largely mirror the questions/topics covered in the upcoming event. This survey would stay open from project kick-off through the next item – the large Community Input Workshop.

1.8/ Community Input Workshop #1
The Community Workshop is intended to be a well-publicized public event with an organized engagement process for local participants. This event would be timed to maximize community attendance were they would engage with Design and City Team members through a series of ‘Project Stations’, strategically placed to facilitate a clear and logical path through the process. Each station would be facilitated by Design Team and City Staff members in order to provide transparent insight into the project content and assist in collecting public input at each station.

1.9/ Client Progress Review Meetings
Attendance and participation in multiple Client/Design team work sessions to update progress on scope items and solicit input and approval of the process on a regular rhythm.



1.10/ Aggregate Input into Overview Presentation

At the conclusion of the Input Phase of the project, INFORM Studio will contribute to an overview presentation of all research, analysis, and public/stakeholder feedback in order to arrive at critical conclusions to commence Input Phase.

1.11/ Finalize Goals + Objectives

INFORM Studio will facilitate synthesizing the final design goals and objectives for the design process with the wider team and present for City of Birmingham approval. The objectives will be prioritized and direct strategies for three (3) unique Senior/ Recreation Center concepts. The intent is that three (3) concepts will capture the differing opinions generated by findings within the Input Phase, but collectively they will need to meet the goals and objectives.

2/ CONCEPT DESIGN PHASE

2.1/ Conceptual Design Options

INFORM Studio will lead a process of design exploration to capture the essence of the experiences of the project throughout the building and the site. The process will be collaborative with the design team, drawing on findings collected from the Community Input Workshop and built on the core values and project goals presented in the RFQ. The design focus will be considerate of: Recreation Center Programming, Site Access + Circulation, Sustainability + Ecology, Art, Urban Interaction, Zoning, Utilities and Infrastructure Integration. These concepts will be documented through diagramming, sketching and precedent referencing.

2.2/ Program Validation

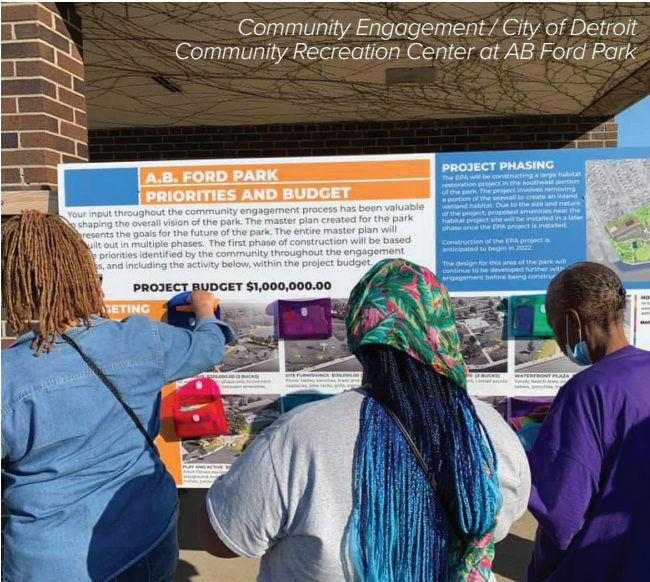
A significant component of early engagement during the Input Phase, program determination and validation of the Birmingham Senior/Recreation Center will be critical to the success of the facility. During this phase programming options will be studied and evaluated to ensure viability and relevance, while creating a safe, accessible and inclusive user experience that is uniquely tailored to the City of Birmingham. A complete understanding of the City's organization, culture, processes and tools will inform and impact the design thinking during this conceptual phase. An optimized approach will involve integration of evolving ecosystems and amenities to diversify programming and ensure inclusive design strategies which will accommodate a range of activity and wellness opportunities supporting priorities and ambitions of the City and its residents. Program development for the Recreation Center will be a study at multiple scales of patronage and must remain flexible to accommodate a multitude of uses, allowing for change and adaptability in order to accommodate the varying needs of the community.

2.2/ Intermediate Review

At a milestones during Conceptual Design, our design team will present the three (3) developing concepts to the City of Birmingham team for feedback required to finalize the concept designs. This meeting would be conducted in person with a full presentation of all (3) concepts and an organized discussion facilitated by INFORM and City Staff, who would identify this feedback group for key voices and perspectives.

2.3/ Final Conceptual Design Development

Based on all relevant feedback, INFORM will continue to finalize the overall concept designs and layer associated details into the



designs to increase the level of comprehension for each of the schemes. Uniqueness of elements will be a focus of this phase to differentiate the proposals appropriately from one another in preparation for the upcoming Community Input Workshop.

2.2/ Community Input Workshop #2

With three (3) conceptual plan and site design strategies complete, we will work with City Staff to establish a venue and time for Community Workshop #2 where the three (3) conceptual designs for the building and site would be presented to the community allowing residents the opportunity to provide further input and influence in the development of the final concept for the Senior/Recreation Center. INFORM Studio will maintain creative direction at the conceptual level for these exercises with collaborative input from the team. INFORM will be responsible for presentation content with assistance from relevant disciplines as necessary for proper illustration of discipline specific concepts.

2.3/ Final Conceptual Design Development

Incorporating relevant feedback received during Community Input Workshop #2, the Design Team will gather and synthesize engagement data and begin development of a final conceptual design for the City of Birmingham Senior/Recreation Center. INFORM Studio will lead an in-person presentation of the Final Conceptual Design to the City of Birmingham team, seeking project approval before advancing to the Schematic Design Phase.

2.4/ Budget Validation

During this early concept phase, the our team will collaborate closely with the City's CM to validate project budget. Our team

will work with the CM to develop preliminary estimates and analyze design options, materials, systems etc. to align with the project's budget constraints. Regular budget reviews and CM cost tracking will ensure that the evolving design remains within the established budget. his collaborative effort will help maintain budget compliance throughout the development of the Senior/ Recreation Center. When construction estimates necessitate a reduction in overall project cost we will work with the City, the CM and broader consultant team to explore value engineering opportunities inclusive of planning, scope and material & system alternatives where the overall design intent will remain intact.

DIVERSITY, EQUITY, AND INCLUSION

What really defines a community center are the relationships between those who use it, how those users feel about their neighborhood and themselves, and their capacity to invest in those relationships. Three key concepts that make up a community center: the physical space itself, the relationship between residents of the area and other members of their neighborhood, and the neighborhood's social equity. The Birmingham Senior/Recreation Center as a community hub should help its patrons develop a sense of belonging within their neighborhood and contribute to the well-being and safety of its users, whether by improving their economic conditions or by providing them with needed services. It should give residents access to resources for building a healthy lifestyle (such as cultural connectivity, space for meetings, healthy food options, an environment for physical activity + outdoor events, and valuable information/education). Furthermore, an inclusive and universal design approach to the facility will ensure complete accessibility, regardless of physical ability or age.



Since 2014, **Life Remodeled** has invested \$38.5 million into four Detroit neighborhoods and has beautified 1,810 blocks, engaging 72,276 volunteers / For 7 consecutive years **INFORM Studio** has volunteered in the clean up of city playgrounds, alleys and streets within a number of Detroit neighborhoods. In 2022, a team of 30 INFORMers participated in the 6-day project, mowing, trimming and clearing vacant properties to make a safer neighborhood for those within the Cooley High School district



HEALTH AND WELLNESS

We believe that designing spaces that prioritize the well-being of end-users is essential for creating truly impactful and inspiring environments. To promote physical and mental health, happiness, and overall well-being, our human-centered design strategy prioritizes access to natural light; improved air quality, thermal comfort, acoustics and the integration of biophilic design elements. We create place-based relationships that connect buildings to their site and surroundings, promoting emotional and cognitive well-being through a design that enhances the human experience. Our approach to design excellence goes beyond just aesthetics and function; it is centered around empathy, curiosity, and a deep understanding of the user's needs and desires; it is about creating spaces that improve the quality of life for everyone.

ENVIRONMENTAL SUSTAINABILITY

The Senior/Recreation Center will be designed as an integral part of the surrounding environment, an approach that will highlight and strengthen connections between people, place and the natural ecosystems. It will connect with the neighboring park and surrounding neighborhoods.

Our approach begins with a visionary framework that will promote the creation of a regenerative and sustainable building, advocating for net-zero energy, water and waste, and fostering a connection between people and the natural environment. These drivers will inform decisions around building materials and systems to elevate and centralize 'wellness' within the project. At the heart of this philosophy is the consideration of Mass Timber as a construction system in order to reduce the Carbon Footprint of the project while introducing biophilic properties within the interior, increasing energy efficiency, and adding the natural beauty of wood to both the interior and exterior of the facility.

An environmental site response will be driven by the belief that design and planning must improve the public realm and perform in a way that connects to the culture, resources and people; creating identity and strengthening community. A site response promoting stewardship of natural resources will consider:

- Safe, with clear points of access for multiple modes of pedestrian movement including walking, jogging, biking, scooters, in-line skating etc. Implementation of intelligent

urban design strategies (clear site lines, adequate lighting, reduced isolation) will reinforce a safe and accessible environment.

- Site amenities to optimize diversified programming and culturally inclusive engagement opportunities
- Implementation of green stormwater infrastructure (low impact development) through the use of bio-swales, rain gardens and permeable pavement.
- Creation of a land ethic that supports long-term stewardship of the City's natural assets.
- The establishment of a community 'civic space' for community interaction and gatherings.
- Site features and infrastructure that remain flexible to accommodate future program uses.
- On-site features and infrastructure that promote & accommodate movement of pedestrians and encourage interaction and socialization between residents and visitors.
- Development of inclusive programming for all ages that accommodates a range of physical activity and wellness.

There is also an opportunity to consider the Birmingham Senior/Recreation Center as a **Resilience Hub** through the integration of net zero energy & sustainable building strategies. This approach would enhance community resilience, strengthen social bonds, and offer vital support during adverse circumstances. As a central community location, the center would be able to provide crucial resources (food, water, medical supplies, temporary shelter, etc.), bringing together people who may otherwise feel isolated and alone during natural disasters, power outages, extreme weather events, or social disruptions. This integration would create a community haven where people can access information, receive assistance, and find solace amidst adversity.

UNIVERSAL ACCESSIBILITY

Our design team has firsthand experience implementing the principles outlined in the Americans with Disabilities Act (ADA) and the Michigan Barrier-Free Design Standards (MBFDS), which provide detailed requirements for universal accessibility. Recreation Centers are a vital component of public amenity and must be accessible to individuals of all abilities. The design of the Recreation Center will need to meet or surpass all of these requirements to ensure the facility is usable and accessible to everyone. Achieving universal accessibility will require close collaboration across the entire Design and CM Team, and a thorough accessibility review at project milestones to ensure that

the Birmingham Senior/Recreation Center remains inclusive and accessible to all.

FISCAL RESPONSIBILITY

Fiscal responsibility, an important measurement of project success and client satisfaction, is emphasized within our approach to all projects and validated by a track record of staying on budget while delivering design excellence for over two decades. **In the last five years alone, INFORM Studio has designed 250+ projects with 90% of which finished on-time and on-budget.**

Collaboration with the Construction Manager (CM) is pivotal in ensuring fiscal responsibility throughout all project phases. Our team will work in tandem with the CM to develop a inspiring design response that aligns with the City's budgetary constraints; a process that will involve open dialogue and transparent communication as we explore cost-effective opportunities and solutions. Our A/E Team will aid the CM in the development of detailed cost estimates at key project milestones, allowing for the identification of potential cost-saving opportunities while maintaining the project's core functionality and design integrity. The CM's construction knowledge will be invaluable in providing early input on constructibility and cost implications during the early design phases.

As the project progresses, the A/E team will continue to support the CM through budget monitoring, change management/ scope adjustments, and material procurement. This collaborative approach ensures that the project remains on budget and deviations can be promptly addressed. Should the need arise, collaborative value engineering exercises will optimize design alternatives while maximizing project value. This entire approach is aimed at delivering a fiscally responsible project that aligns with the City's financial objectives while achieving design excellence with optimized community programming.

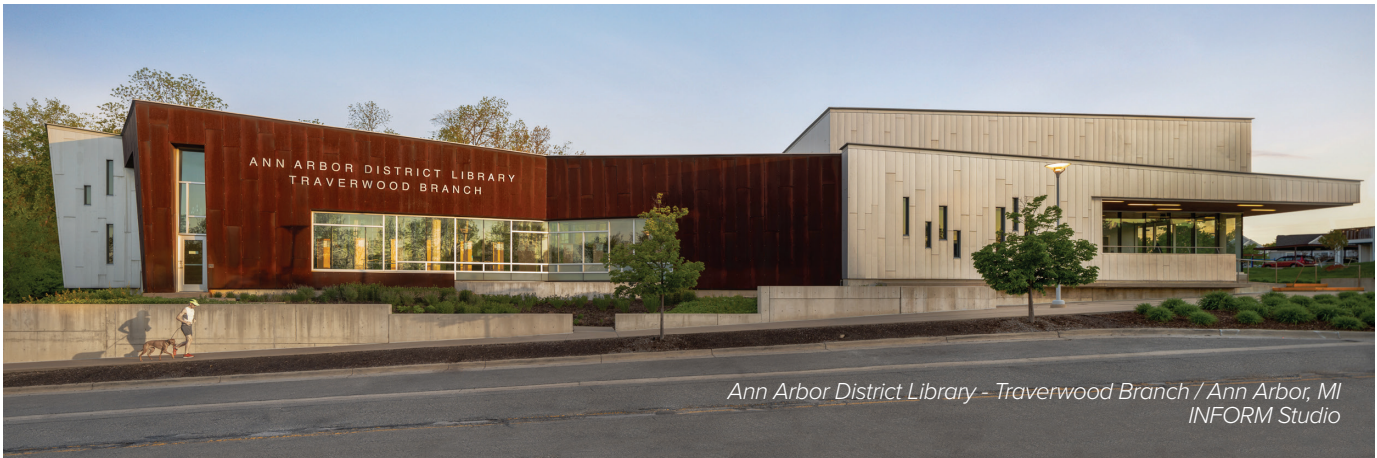
DESIGN EXCELLENCE

WE ARE PASSIONATE ABOUT DESIGN / Our projects focus on human-centered solutions that prioritize well-being and embrace sustainability, functionality, and the power of beauty. By understanding the unique needs of end-users and emphasizing social equity and universal accessibility, we design spaces that improve physical and mental wellness and create positive impact within the community and environment.

We believe in a highly innovative approach to integrating natural and urban landscapes that create an environment where people can be inspired by the spirit of a living and breathing terrain and energized by an accessible and activated urban link. Sustainable landscape initiatives, like bioswales and rain gardens, can aid in stormwater mitigation and cleansing, while planting selections will consider safety, lighting and programming. Managing stormwater and increasing biodiversity are critical functions for the greenways at an urban scale and access to nature, places of play and exercise, and clean air and water can affect local communities and their health outcomes directly. Creating active space and community assets that embrace authenticity and enhance our relationships to others and the spaces we inhabit is the way we think. Amazing design presents itself when we rethink existing parameters and craft a solution with a broader purpose. We engage communities and connect to them. We increase economic potential and create a genuine extension of the sites we work in. Our collective body of cultural and public work performs across multiple scales and has genuinely improved peoples lives. We connect culture, people and resources. We create place.

For decades our collective team has delivered innovative and experiential design solutions that have surpassed client and user expectations. Operating at the forefront of landscape, urban architectural and engineering design we apply the latest technologies and approaches to overcome the challenges

presented in this post-pandemic era. Our unique computational capabilities allow us to maximize design efforts while implementing approach methodologies that improve construction trade coordination, minimize errors, and reduce material waste. We have collectively designed and executed a number of nationally awarded municipal projects - harnessing technology and delivery processes that accommodate expedited construction time frames while ensuring increased accuracy and quality.



CRITERIA 4 : FINANCIAL PROPOSAL

MICHAEL VAN LEESTEN MEMORIAL BRIDGE / Providence, RI
INFORM Studio

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	\$ 391,622.00
Design Development	\$ 459,883.00
Construction Documents	\$ 600,938.00
Contract Administration	\$ 507,556.00
Design Phase Reimb.	\$ 16,950.00
Const. Phase Reimb.	\$ 15,500.00
Total	\$ 1,992,449.00

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: INFORM Studio
Signature: 
Name: Michael Guthrie, FAIA, LEED AP
Title: Partner Principal
Date: November 21, 2024

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

General Discipline	Check One		Consultant Name	%	TOTAL COST (\$)
	In-House	Consultant			
Civil Engineering		X	Spalding DeDecker	7.0%	\$137,000
Architectural Design	X		INFORM Studio	53.1%	\$1,040,280
Interior Design	X		INFORM Studio	3.3%	\$65,619
MEP and Fire Protection Engineering	X		INFORM Studio	17.7%	\$346,000
Landscape Design		X	Spalding DeDecker	1.0%	\$19,000
Security Design		X	Alarm Services Network	0.3%	\$5,500
FF&E Design		X	District by Design	N/A	DESIGN FEES INCLUDED IN PURCHASE COSTS
Food Service		X	Great Lakes Culinary Design	0.5%	\$10,300
Pool Consultant		X	Water Technologies, Inc.	4.8%	\$93,800
Structural Engineering		X	JQOL	6.1%	\$120,000
LEED Design Admin.	X		INFORM Studio	2.0%	\$40,000
Audiovisual Design		X	ABD Engineering + Design	4.2%	\$82,500
Other					
Total Design Fees (A)				100%	\$1,959,999

Design Phase Reimbursables	QTY.	UNIT	UNIT PRICE	TOTAL COST
Travel (out of town)				\$1,450
Community Engagement Collateral				\$12,000
Misc				\$3,500
Subtotal Design Phase Reimbursables				\$16,950
Construction Phase Reimbursables	QTY.	UNIT	UNIT PRICE	TOTAL COST
Travel (out of town)				\$14,500
Misc				\$1,000
item				
Subtotal Construction Phase Reimbursables				\$15,500
Total Reimbursables (B)				\$32,450

Total Proposal Amount (A+B) Transfer to cover page		\$1,992,449
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RATE CARD

Listed below are the Hourly Rates of our A/E Team:

INFORM STUDIO

ARCHITECTURAL		
Principal per Hour:		\$215.00
Director per Hour:		\$160.00
Project Architect:		\$155.00
Project Manager:		\$155.00
Senior Interior Designer:		\$155.00
Architectural Designer II per Hour:		\$ 90.00
Administrative per Hour:		\$ 90.00

MECHANICAL, ELECTRICAL + PLUMBING ENGINEERING

PME Director	\$215.00
PME Project Leader	\$125.00
PME Engineer	\$115.00
PME EIT	\$ 80.00

SPALDING DEDECKER

CIVIL ENGINEERING		
Project Executive		\$223.00
Senior Project Manager		\$200.00
Project Manager		\$183.00
Senior Planner		\$166.00
Senior Project Engineer 3		\$175.00
Senior Project Engineer 2		\$166.00
Senior Project Engineer +		\$150.00
Associate Planner		\$124.00
Project Engineer +		\$138.00
Engineer +		\$126.00
Planner +		\$ 92.00
Graduate Engineer +		\$110.00
Senior Designer +		\$139.00
Designer +		\$116.00
Senior Mapping Specialist +		\$137.00
Mapping Specialist +		\$125.00
Senior CAD Technician +		\$115.00
CAD Technician 2 +		\$106.00
CAD Technician 1 +		\$100.00
Engineering Technician +		\$ 96.00
Sr. Project Surveyor +		\$165.00
Project Surveyor +		\$140.00
Senior Survey Technician +		\$135.00
Survey Technician +		\$125.00
Senior Survey Assistant +		\$ 85.00
Survey Assistant +		\$ 75.00
One (1) Person Survey Crew (w/ Robotic Equipment) +		\$140.00
Two (2) Person Survey Crew +		\$200.00
Professional Traffic Engineer		\$168.00
Graduate Traffic Engineer +		\$123.00
Senior Landscape Architect		\$150.00
Landscape Architect		\$125.00

Recreation Planner	\$120.00
Landscape Designer/Horticulturist	\$100.00
Landscape Designer 2	\$ 90.00
Landscape Designer 1	\$ 75.00
Design Technician	\$ 50.00

For classifications indicated with "+", overtime work will be charged at a rate 1.3 times the indicated rate, for time worked in excess of 8 hours per day.

JQOL GLOBAL

STRUCTURAL ENGINEERING		
Principal		\$230.00
Engineering Director		\$215.00
Senior Engineer		\$190.00
Project Engineer		\$140.00
Design Engineer		\$130.00
Administration		\$ 75.00

ABD ENGINEERING & DESIGN

ACOUSTICAL ENGINEERING + AUDIOVISUAL DESIGN		
Principal Consultants		\$220.00
Department Director		\$185.00
Senior Engineers		\$185.00
Senior Consultants		\$180.00
Consultants		\$160.00

GREAT LAKES CULINARY DESIGNS

FOOD SERVICE		
Director of Design		\$160.00
Design Team Lead		\$140.00
Designer		\$100.00
Design Associate		\$80.00
Technical Associate		\$90.00

WATER TECHNOLOGY, INC.

POOL CONSULTANT		
Principal/Director		\$250.00
Project Manager/Engineer		\$185.00
Creative Studio		\$160.00
Project Design		\$145.00
Mechanical Design		\$170.00
Technical Design		\$105.00
Administrative		\$ 75.00

ALARM SERVICES NETWORK (ASN)

SECURITY SERVICE		
Standard		\$165.00

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
Principal	Discipline professional-in-charge and key decision-maker.	\$215 - \$250
Director	Discipline leader responsible for overseeing quality standards and goals are achieved.	\$160 - \$215
Project Architect	Team leader responsible for documentation coordination, quality and completeness.	\$155
Project Manager	Responsible for project planning, schedule and contract management.	\$155 - \$200
Architectural Designer	Responsible production and development of project deliverables.	\$90
PME Engineer	Responsible for PME system analysis, documentation coordination, quality and completeness.	\$115 - \$125
Sr. Interior Designer	Responsible for interior design documentation coordination, quality and completeness.	\$180
Structural Engineer	Responsible for structural engineering analysis, documentation coordination, quality and completeness.	\$130 - \$190
Technical Designer	Responsible production and development of project deliverables.	\$50 - \$105
Civil + Site Planners	Responsible for site infrastructure analysis, documentation coordination, quality and completeness.	\$92 - \$166
Civil + Site Technicians	Responsible production and development of project deliverables.	\$50 - \$115
Landscape Architect	Responsible for landscape, documentation coordination, quality and completeness.	\$125 - \$150
Landscape Designers	Responsible production and development of project deliverables.	\$75 - \$100
Surveyors	Responsible for gathering and documenting existing site data.	\$75 - \$165

See attached "Rate Card" for a full and detailed list of firm hourly rates.

FEE QUALIFICATIONS

Fee

We are estimating an professional fee of 8.17% of the \$24M construction cost for the 44,500 - 49,000 sq.ft. recreation center project. A summary of service qualifications is as follows:

CORE A+E DESIGN FEE SERVICES INCLUDE:

- Architecture
- Interior Design
- Mechanical Engineering
- Electrical Engineering
- LEED Design Administration
- Civil Engineering
- Landscape Architecture
- Structural Engineering
- Security + Low Voltage
- Audiovisual Design
- Pool Design
- Food Service
- FF+E

EXPANDED DESIGN FEE SERVICES INCLUDE:

We recommend the following expanded services, to be included at the City's discretion in addition to the Core A+E scope and fee:

- Water Main Easement
- Community Engagement
- Photorealistic Renderings (allowance provided for 5 views)

SERVICES PROVIDED BY OWNER AND NOT INCLUDED IN OUR PROJECT FEE AND:

- Geotechnical Survey / Soil Testing
- Hazardous material investigation, testing or remediation
- LEED services throughout the Construction Administration phase

REIMBURSABLE EXPENSES:

We are estimating the following reimbursables and recognize that as the project develops, and requirements are defined, costs will be refined and adjusted. As such, we recommend holding a total

Reimbursable Allowance of \$32,450. Included in this cost and extracted for clarity is the following:

1. Printing and reproduction of prints (including but not limited to check prints, review/draft/preliminary/final submittals), models, calculations and reports.
2. Community Engagement collateral.
3. Travel costs with associated overnight lodging and subsistence expenses.
4. Mileage, tolls, taxis, parking etc. for local travel.
5. Overnight mail, messenger and courier services.
6. Permit and City administrative fees are EXCLUDED from the reimbursable allowance and shall be paid by the owner or general contractor.
7. Fees associated with LEED certification are EXCLUDED from the reimbursable allowance and shall be paid by the owner or general contractor.

General Qualifications

1. The Design team shall not proceed from one design phase to another without written Client approval.
2. We assume the construction will be completed in a single phase. No accommodations for phased or early packages (ie long lead or fast-tracking) are included.
3. District by Design will collaborate with INFORM Studio to address and solve for Interior furniture needs and will provide a furniture procurement proposal and validation document once the scope is established. Furniture costs are assumed to be included within the construction budget.
4. Comprehensive Community Engagement is included as a portion of the Schematic Design fixed fee and Expanded Services fee. We would recommend that a meeting is held immediately upon award to refine and detail the scope of services that the City might desire and the adjust the scope, fee and schedule as necessary.
5. Coordination with Recreation + Fitness Equipment vendor is included in design service fees. It is

assumed that Recreation + Fitness Equipment vendor selection, coordination and product costs will be included within the construction budget.

6. Alarm Services Network scope and fees include sconsulting for basic design, including Fire Alarm, Access Control, CCTV, Buglar Alarm, and Network for standard design. Prior to contract finalization we will work with the City to determine if any additional systems or considerations are necessary beyond the basic design package.
7. We assume that the sanitary sewer and storm sewer available for the project have sufficient depth for us to connect to via gravity sewers, and pump station(s) are not required.
8. We assume that any irrigation required for the project will be design-bid item, with performance specifications provided on the plans.

Additional Services

The design team can perform Additional Services for the Project upon request and for additional compensation. Additional Services are those services which can be added as a supplement to the base services as well as those services which may not have been anticipated by the parties at the time that this Proposal was submitted ("Additional Services"). In addition to those services identified as "Expanded Services", the following Services shall be considered Additional Services:

1. Value Engineering is typically conducted as an integrated task during each design phase in consultation with the Project's cost consultant or construction manager. Value Engineering services, as may be required, after the completion of each design phase to meet budgetary requirements may constitute additional fees.
2. Revisions to drawings, specifications, models, or other documents ("Deliverables") arising from: unanticipated field conditions, uncovered existing conditions after completion of the design phases, directions from Client that are untimely or inconsistent with prior approvals (including those necessitated because of revisions to the Project program or budget), changes or revisions to applicable laws, codes or the like enacted after the completion of the Deliverables.
3. Increases to the construction budget may constitute additional fees and will be evaluated at the completion of each design phase.
4. Revisions to Deliverables due to a subsequent change

in the Project's procurement method, including but not limited to, fast-track, early bid or out-of-sequence services.

5. Any extension of any of the identified phases of the Schedule of this Proposal, the design team shall be entitled to additional compensation; including but not limited to in the event that a phase exceeds the allotted months and/or hours allocated as part of the Fee.
6. Services associated the change or replacement of contractor/construction manager or major subcontractor or major sub-consultant.
7. Wayfinding signage + design.
8. Preparation of parcel split documents or other legal documents beyond what is noted above.
9. Work associated with environmental contamination.
10. Record Drawings/As-Built Survey Services.
11. Construction layout/staking.
12. Any services or items expressly excluded in the Scope sections above.

General Exclusions

Items listed below are not included in our proposal and shall be a reimbursable expense/direct cost to the owner:

1. Multiple Bid or Permit Packages.
2. Additional submission/review periods.
3. Special inspections and progress inspections, as required by local code.
4. Project Mock-Ups.
5. REVIT models.
6. Cost Estimating.
7. FF+E Costs.
8. Site decorative hardscapes and design of site structures (ie gazebos, pergolas, etc.)
9. Security related design services, including but not limited to bomb blast analysis.

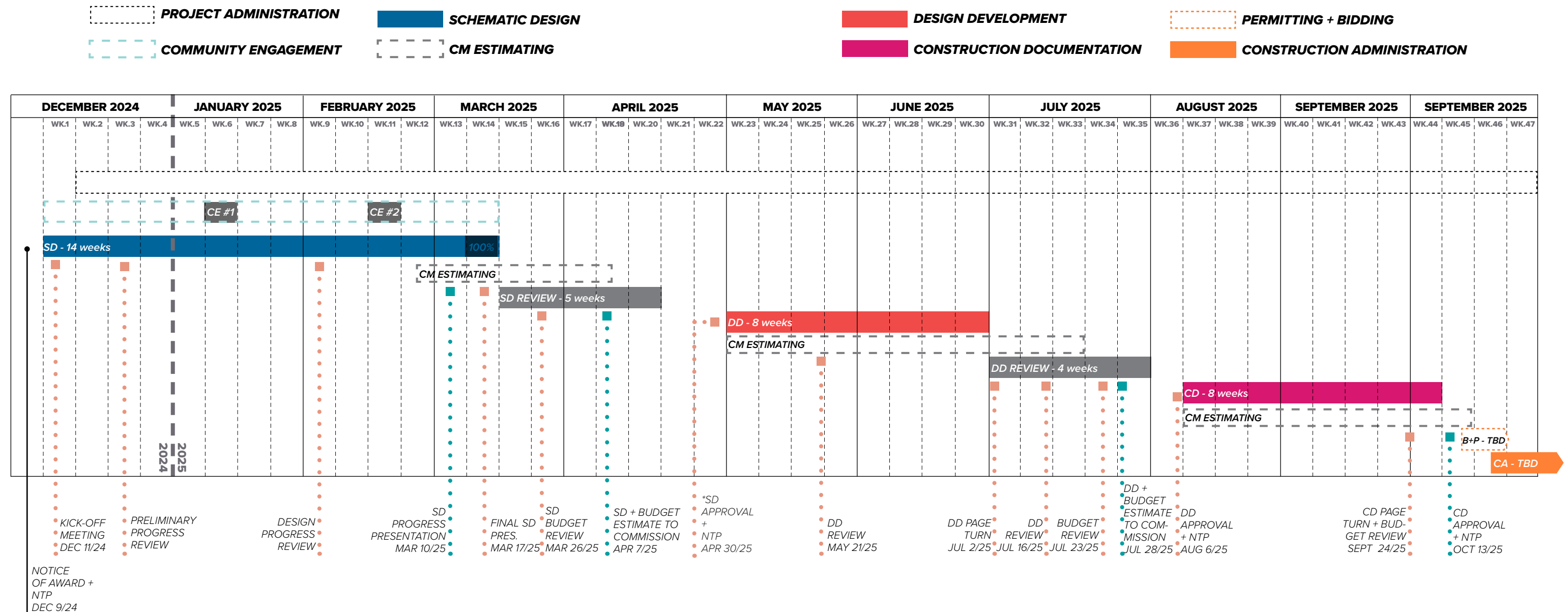
TOTAL CONSTRUCTION BUDGET	\$	24,000,000.00
DESIGN FEES 8.17%	\$	1,959,999.00

PHASE	SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		BIDDING + PERMITTING		CONSTRUCTION ADMIN		TOTAL	
A+E DESIGN SERVICES	20.0%	\$ 391,622.00	23.5%	\$ 459,883.00	30.7%	\$ 600,938.00	6.4%	\$ 124,876.00	19.5%	\$ 382,680.00	100.0%	\$ 1,959,999.00
LEAD DESIGN + ARCHITECTURE INFORM STUDIO	55.9%	\$ 218,960.00	46.1%	\$ 212,000.00	45.8%	\$ 275,000.00	89.4%	\$ 111,600.00	58.2%	\$ 222,720.00	53.1%	\$ 1,040,280.00
INTERIOR DESIGN INFORM STUDIO	6.7%	\$ 26,248.00	4.8%	\$ 21,873.00	2.9%	\$ 17,498.00	0.0%	\$ -	0.0%	\$ -	3.3%	\$ 65,619.00
MECHANICAL ENGINEERING INFORM STUDIO	4.6%	\$ 18,000.00	10.9%	\$ 50,000.00	10.8%	\$ 65,000.00	1.6%	\$ 2,000.00	11.8%	\$ 45,000.00	9.2%	\$ 180,000.00
ELECTRICAL ENGINEERING INFORM STUDIO	3.6%	\$ 14,000.00	10.9%	\$ 50,000.00	10.0%	\$ 60,000.00	1.6%	\$ 2,000.00	10.5%	\$ 40,000.00	8.5%	\$ 166,000.00
LEED DESIGN ADMINISTRATION INFORM STUDIO	3.1%	\$ 12,000.00	2.6%	\$ 12,000.00	2.7%	\$ 16,000.00	0.0%	\$ -	0.0%	\$ -	2.0%	\$ 40,000.00
INFORM TOTALS	73.8%	\$ 289,208.00	75.2%	\$ 345,873.00	72.1%	\$ 433,498.00	92.6%	\$ 115,600.00	80.4%	\$ 307,720.00	76.1%	\$ 1,491,899.00
CIVIL ENGINEERING SPALDING DEDECKER	2.6%	\$ 10,000.00	3.3%	\$ 15,000.00	8.3%	\$ 50,000.00	3.2%	\$ 4,000.00	5.7%	\$ 22,000.00	5.2%	\$ 101,000.00
SITE SURVEY SPALDING DEDECKER	3.3%	\$ 13,000.00	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.7%	\$ 13,000.00
TRAFFIC STUDY SPALDING DEDECKER	8.7%	\$ 19,000.00	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	1.0%	\$ 19,000.00
COMMUNITY IMPACT STUDY SPALDING DEDECKER	1.8%	\$ 4,000.00	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.2%	\$ 4,000.00
LANDSCAPE ARCHITECTURE SPALDING DEDECKER	1.0%	\$ 4,000.00	1.3%	\$ 6,000.00	0.7%	\$ 4,000.00	0.8%	\$ 1,000.00	1.0%	\$ 4,000.00	1.0%	\$ 19,000.00
STRUCTURAL ENGINEERING JQOL	4.6%	\$ 18,000.00	7.8%	\$ 36,000.00	6.6%	\$ 39,600.00	1.9%	\$ 2,400.00	6.3%	\$ 24,000.00	6.1%	\$ 120,000.00
SECURITY + LOW VOLTAGE ALARM SERVICES NETWORK	0.4%	\$ 1,500.00	0.4%	\$ 2,000.00	0.3%	\$ 2,000.00	0.0%	\$ -	0.0%	\$ -	0.3%	\$ 5,500.00
AUDIOVISUAL DESIGN ABD ENGINEERING + DESIGN	2.1%	\$ 8,250.00	4.9%	\$ 22,750.00	6.1%	\$ 36,950.00	0.0%	\$ -	3.8%	\$ 14,550.00	4.2%	\$ 82,500.00
POOL DESIGN WATER TECHNOLOGIES, INC.	5.5%	\$ 21,574.00	6.1%	\$ 28,140.00	5.5%	\$ 32,830.00	1.5%	\$ 1,876.00	2.5%	\$ 9,380.00	4.8%	\$ 93,800.00
FOOD SERVICE GREAT LAKES CULINARY DESIGNS	0.8%	\$ 3,090.00	0.9%	\$ 4,120.00	0.3%	\$ 2,060.00	0.0%	\$ -	0.3%	\$ 1,030.00	0.5%	\$ 10,300.00
CONSULTANT TOTALS	26.2%	\$ 102,414.00	24.8%	\$ 114,010.00	27.9%	\$ 167,440.00	7.4%	\$ 9,276.00	19.6%	\$ 74,960.00	23.9%	\$ 468,100.00
A+E DESIGN SERVICES TOTALS	100.0%	\$ 391,622.00	100.0%	\$ 459,883.00	100.0%	\$ 600,938.00	100.0%	\$ 124,876.00	100.0%	\$ 382,680.00	100.0%	\$ 1,959,999.00
EXPANDED SERVICES											EXPANDED SERVICES TOTAL	
ACOUSTIC ENGINEERING ABD ENGINEERING + DESIGN	\$	4,500.00	\$	4,500.00	\$	10,500.00	\$	-	\$	5,500.00	\$	25,000.00
WATER MAIN EASEMENT SPALDING DEDECKER	\$	-	\$	-	\$	-	\$	-	\$	2,000.00	\$	2,000.00
COMMUNITY ENGAGEMENT INFORM STUDIO	\$	15,000.00	\$	-	\$	-	\$	-	\$	-	\$	15,000.00
EXPANDED SERVICES TOTALS	\$	19,500.00	\$	4,500.00	\$	10,500.00	\$	-	\$	7,500.00	\$	42,000.00
ALLOWANCES											ALLOWANCE TOTAL	
PHOTOREALISTIC VISUALIZATIONS (5 @ \$3600 EA)	\$	18,000.00	\$	-	\$	-	\$	-	\$	-	\$	18,000.00
ALLOWANCE TOTALS	\$	18,000.00	\$	-	\$	-	\$	-	\$	-	\$	18,000.00
REIMBURSABLES											REIMBURSABLE TOTAL	
TRAVEL WATER TECHNOLOGIES, INC.	\$	-	\$	-	\$	-	\$	-	\$	6,000.00	\$	6,000.00
TRAVEL JQOL	\$	1,450.00	\$	-	\$	-	\$	-	\$	8,500.00	\$	9,950.00
COMMUNITY ENGAGEMENT COLLATERAL INFORM STUDIO	\$	12,000.00	\$	-	\$	-	\$	-	\$	-	\$	12,000.00
MISC REIMBURSABLES INFORM STUDIO	\$	500.00	\$	1,500.00	\$	1,500.00	\$	-	\$	1,000.00	\$	4,500.00
REIMBURSABLE TOTALS	\$	13,950.00	\$	1,500.00	\$	1,500.00	\$	-	\$	15,500.00	\$	32,450.00

WORK PLAN

Our team will begin upon written Notice to Proceed with the Schematic Design Phase in December, 2024 with a goal of completing 100% Completion Plan Set and Permitting for October, 2025.

The construction duration for the project will be determined by the selected Contractor in coordination with the City of Birmingham, with target duration of 12-15 months. Construction Administration services will be scheduled accordingly to reasonably coordinate with the final construction schedule.

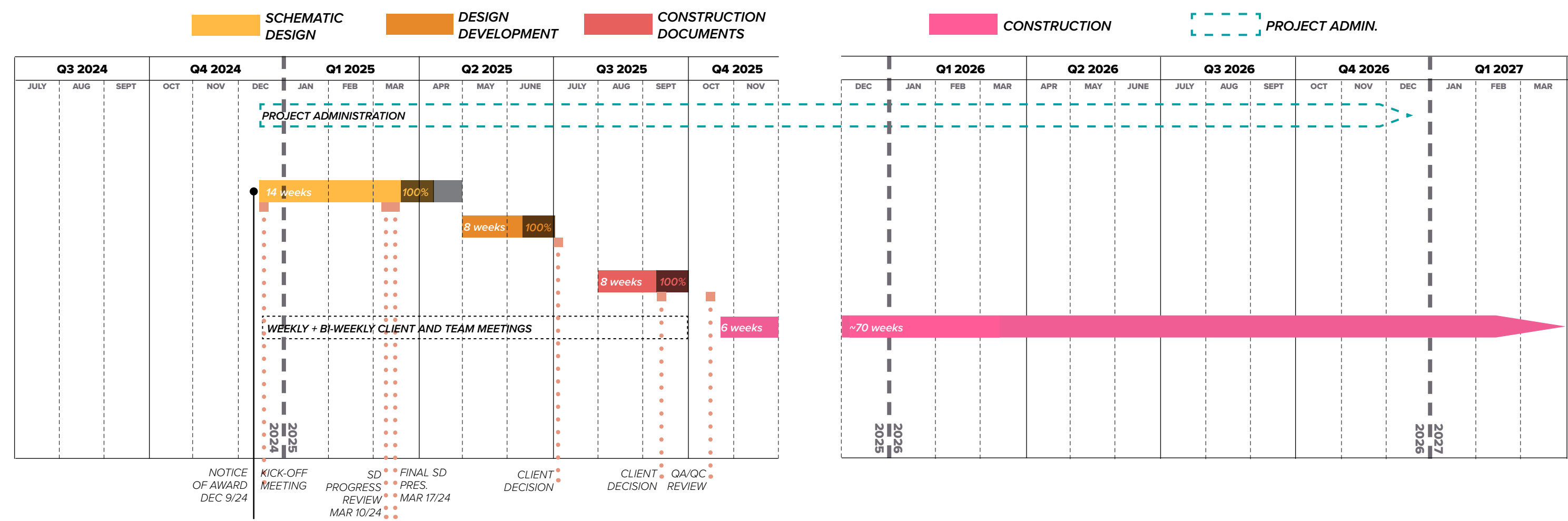


**SD APPROVAL + NTP TO DD DATE ADJUSTED TO
ACCOMMODATE DD DURATION, REVIEW DATES AND
SUBMISSION TO CITY COMMISSION*

PROJECT SCHEDULE - PROJECT TIMETABLE

Our team will begin upon written Notice to Proceed with the Schematic Design Phase in December, 2024 with a goal of completing 100% Completion Plan Set and Permitting for October, 2025.

The construction duration for the project will be determined by the selected Contractor in coordination with the Detroit Regional Convention Facility Authority. Construction Administration services will be scheduled accordingly to reasonably coordinate with the final construction schedule.





City of Birmingham
Jana Ecker, City Manager
151 Martin Street
Birmingham, MI 48009

Dear Jana Ecker,

I, Gina Van Tine, as a Principal/Partner at INFORM studio, hereby affirm that we are willing to enter into contract terms with the City of Birmingham as outlined in the attached scope and fee. However, we acknowledge that this document does not constitute the full and final contract. We confirm our willingness to sign the completed contract upon its receipt and review.

Sincerely,

Gina Van Tine
Principal/Partner
INFORM studio

Primary Contact:
Michael Guthrie, FAIA, LEED AP
Partner and Principal, INFORM Studio
O 248 449 3564 M 248 346 7142
mguthrie@in-formstudio.com

ConsensusDocs® 240
STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

TABLE OF ARTICLES

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7. INDEMNITY AND INSURANCE
8. TERMINATION
9. DISPUTE MITIGATION AND RESOLUTION
10. MISCELLANEOUS

ARTICLE 1 AGREEMENT

This Agreement is made this [third] Day of [Dec] in the year [2024], by and between the

OWNER, City of Birmingham

and the

DESIGN PROFESSIONAL, INFORM Studio

Tax identification number (TIN) 32-0048451

License Identification for the state of the Project 800978866

for services in connection with the following

PROJECT BIRMINGHAM SENIOR/RECREATION CENTER

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

1



ConsensusDocs® 240 - Standard Agreement Between Owner and Design Professional - ©2011, Revised 2017. THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

CONTENT SECURE ID: 20DBDD79-4FD2

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 [11.21.24, 48-55, 62-63] pages.

EXHIBIT B: Direct Personnel Expense Rates, dated [11.21.24], [60-61] pages.

EXHIBIT C: Key Project Personnel, dated [11.21.24], [24-45] pages.

EXHIBIT D: Reimbursable Expenses, dated [11.21.24], [58-59] pages.

EXHIBIT E: Schedule of Worksite visits, dated [11.21.24], [67] 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 | October 2025) 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 [8.75%] 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	<u>Three hundred ninety-one thousand six hundred twenty-two dollars</u>	<u>\$391,622.00</u>
Design Development Documents	<u>Four hundred fifty-nine thousand eight hundred eighty-three dollars</u>	<u>\$459,883.00</u>
Construction Documents	<u>Six hundred thousand nine hundred thirty-eight dollars</u>	<u>\$600,938.00</u>
Bidding + Negotiation Assistance	<u>One hundred twenty-four thousand eight hundred seventy-six dollars</u>	<u>\$124,876.00</u>
Construction Phase	<u>Three hundred eighty-two thousand six hundred eighty dollars</u>	<u>\$382,680.00</u>
TOTAL	<u>One million nine hundred ninety-two thousand four hundred forty-nine dollars</u>	<u>\$1,992,449.00</u>

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: INFORM Studio

BY:  NAME: Michael Guthrie TITLE: Principal

WITNESS:  NAME: Gina Van Tine TITLE: Principal

END OF DOCUMENT.





MCINTOSH PORIS ARCHITECTS

BIRMINGHAM
SENIOR
RECREATION
CENTER RFP

NOVEMBER 21, 2024



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NOVEMBER 21, 2024

Jana Ecker
City Manager
Birmingham City Hall
151 Martin Street
Birmingham, MI 48009

MCINTOSH
PORIS
ARCHITECTS

RE: BIRMINGHAM SENIOR RECREATION CENTER RFP

Dear Jana,

McIntosh Poris Architects is delighted to submit this proposal for Architectural Design Services for the Birmingham Senior/Recreation Center. Founding Principal Michael Poris is a long-time Birmingham resident, and our firm has been active in designing projects in the City for 30 years. We are excited to further contribute to community development in Birmingham, and we believe we are your perfect partner to accomplish this for the following reasons:

LOCAL EXPERIENCE AND PROVEN TEAM

Headquartered in Birmingham for 30 years, MPA has deep familiarity with the community and has completed hundreds of projects in Birmingham and the metro Detroit area. We have extensive experience working with local community and government stakeholders on community-focused projects. Our team has the expertise to accomplish your goals and exceed expectations.

COLLABORATIVE AND EQUITABLE APPROACH

We thrive on the challenge of transforming buildings and spaces through interaction and dialogue. We believe that the end results will become greater and more complex than if they had been designed by us alone. We believe that meaningful engagement with team members and stakeholders allows diverse viewpoints to be considered, and the project will be enriched through equitable participation and collaboration with all stakeholders.

DESIGN EXCELLENCE

McIntosh Poris Architects has a proven track record of designing impactful projects that serve as catalysts for change. Recognized nationally as a leading voice in architecture and interior design, we have been featured in publications worldwide. MPA has won over 160 design awards including the 2019 National AIA Honor Award for Regional and Urban Design, and we are honored to be recognized as the AIA Michigan Firm of the Year for 2024.

Thank you for considering our submission, and we look forward to the opportunity to work with the City of Birmingham on this exciting project.

Sincerely,



MICHAEL PORIS, AIA
FOUNDING PRINCIPAL



LAURIE HUGHET-HILLER, AIA
PRINCIPAL



SPECIFIC PROJECT EXPERIENCE

THE FREELON AT SUGAR HILL

MPA collaborated with Develop Detroit, Preservation of Affordable Housing, and Perkins + Will Design and Landscape Architects to design a vibrant mixed-use development, creating an intense concentration of urban vitality in one of Detroit’s most dynamic emerging districts: The Sugar Hill Arts District. The project transformed a vacant lot into 68 new mixed-income apartments and 11,000 square feet of commercial and retail space. Of the new apartments, 25% are designated as affordable housing for residents making up to 80% of the area median income, including 14 apartments for veterans. The project was community-focused, providing housing for underserved community members. The ground floor of the mixed-use building has retail tenants that serve the community, and the site features gathering areas and a “green alley” with public art. Located in a historic district and zoned PD, review processes with the City Council, Historic District Commission, and community engagement to comply with requirements for development. MPA conducted several community engagement sessions to involve community stakeholders in the design process. One critical challenge was to provide a rich space on a minimal budget. Materials were deployed to maximum effect on the facades through patterning, color, and definition of massing. The project was Enterprise Green Communities Certified. MPA’s experience on this project with robust community engagement, city entitlement processes, a social impact mission, making adjustments to stay within budget, sustainability certification, and providing community gathering both inside and out relate closely the challenges and opportunities of the Birmingham Senior/Recreation Center.

COUNTRY CLUB OF DETROIT

At Country Club of Detroit, MPA transformed an unused natatorium with an existing bowling center into a new fitness center and bowling club while keeping the existing historic clubhouse shell and facade completely intact. The program was based on modernizing the club through a diversification of health and wellness features, attracting more non-golf members, including 5,000 square feet of fitness activities, modernization of the Men’s Locker Room, and a new casual entrance to the club. A technically challenging project, after removing the pool, the foundation was underpinned an additional 7 feet below grade, giving the Country Club additional space for a below grade bowling club with a fitness center on the main floor. During the process, MPA engaged with various stakeholder groups at the club to seek input and understand their needs. Similar to the process we will undertake for the Senior/Recreation Center, we navigated diverse viewpoints from stakeholder groups to come to consensus on recreation and fitness program elements. The opportunity to design for attracting diverse new members relates to the opportunity to attract a diverse, multi-generational demographic to the new Senior/Recreation Center. Specific technical challenges related to the recreation uses of Country Club of Detroit inform us for recreation challenges ahead at the Senior/Recreation Center.

PEWABIC POTTERY

MPA has completed a masterplan and schematic design for the Pewabic Pottery campus, taking the long-term strategic goals of Pewabic Pottery and leveraging them into a comprehensive design. The plan proposes the restoration and optimization of the two existing buildings, the incorporation of a neighboring house, and the creation of a new building to accommodate the expansion of the beloved cultural institution. MPA designed the new building to improve Pewabic’s street presence and provide a first-class visitor experience, making Pewabic the cultural destination it has the potential to be. This will include new workshop and classroom space, an exhibit space both for Pewabic’s permanent collection and temporary exhibits as well as multiple spaces for gathering and events. The plan also features a rich collection of outdoor spaces with a mix of welcoming areas for

gathering as well as intimate spaces for visitors and staff both to relax and be immersed in the pottery. The site plays a crucial role in tying the multiple buildings together and turning them into a campus that celebrates Pewabic and the Arts and Crafts movement that is still integral to Pewabic’s ethos today. This project relates to our opportunities at the Senior/Recreation Center with designing community gathering spaces and the importance of activating the site for visitors. With the new building, Pewabic becomes a community center destination in a similar manner to the Senior/Recreation Center. MPA worked closely with the client’s stakeholder groups to refine the program and schematic design in the same we anticipate working with Next, the YMCA, and the City.

SUSTAINABLE AND UNIVERSAL DESIGN

MPA has expertise in sustainable design and universal accessibility across our portfolio. We have several LEED-accredited professionals on staff including two of our principals. Our 450-unit multifamily housing project Arbour on Main in Ann Arbor is currently in design with a goal of LEED Silver. Our recently completed project Gilly’s Clubhouse in Detroit is LEED Certified. The Freelon at Sugar Hill is Enterprise Green Communities Certified. Our projects seeking certifications hold integrated design workshops with the project team and incorporate life cycle cost analysis into the process to ensure the intended outcomes are met. To ensure the Senior/Recreation Center’s resilience into the future, the facility will be designed to be adaptable and flexible for the community’s use over time. Designed for multi-generational use and programming, it is imperative that the facility be safe and accessible for all ages and abilities. Universal design is something we incorporate in all projects. Recent project St. John Armenian Church was a renovation with special attention to providing access to all spaces for the multi-generational congregation. We received input from multiple stakeholder groups within the congregation to assess needs and design new spaces usable by all.

YOUR PERFECT PARTNER

The MPA team is the proven, local Birmingham team. Founded in Birmingham and headquartered here for 30 years, we have been actively engaged in the city for three decades. MPA has completed numerous projects in Birmingham over the years, from single family residences to multistory condo residence 750 Forest. MPA even designed the Parkside Lofts adjacent to the Senior/Recreation Center site. MPA’s consultant team is hyper local, with civil engineer Giffels Webster and food service designer JS2 Design both headquartered in Birmingham as well. Our team is led by residents who will be served by the Senior/Recreation Center. Founding principal Michael Poris is a longtime Birmingham resident, and project architect Jessica Dovletian is also a resident who uses the current YMCA with her family. Principal-in-charge Laurie Hughet-Hiller is a Bloomfield resident whose family is served by the YMCA. We are deeply invested in this community and in the success of the project. Our passion has always been to contribute to our own community with impactful projects, and it would be an honor to serve our own hometown.

Our design approach is founded on equitable collaboration, and we are experienced in community projects with stakeholder engagement. We believe meaningful engagement that allows diverse viewpoints to be heard enriches every project. We have extensive experience in places for fitness and recreation, community gathering places, and hospitality spaces. We designed the former YMCA at the Renaissance Center and have completed numerous fitness centers in our multifamily and hotel projects. MPA is known for our memorable community gathering and hospitality spaces, such as Foundation Hotel, Olin, Prime + Proper, Townhouse, and The Gallery | The Fresco at the DAC. Our local Birmingham knowledge paired with our extensive experience in related projects makes us your perfect partner to envision the Birmingham Senior/Recreation Center.



The Freelon at Sugar Hill
Detroit, MI



Country Club of Detroit
Grosse Pointe Farms, MI



Pewabic Pottery
Detroit, MI

PROPOSED PROJECT TEAM

MPA PROJECT TEAM

The MPA project team features two Birmingham residents. The key team members consist of Founding principal Michael Poris, AIA (Birmingham resident), principal-in-charge Laurie Hughet-Hiller, AIA LEED AP BD+C; project architect Jessica Dovletian, AIA (Birmingham resident); architectural designer Kelly Raczkowski; and interior designer Katelyn McCoy.

MPA uses a studio approach for project design in which the consistent team members deliver all design services for the project from start to finish. The founding principal will provide executive design leadership and review throughout the project to ensure design excellence and project success. The principal-in-charge will be responsible for leading the team in the design process from early conceptual design all the way through construction, also serving as the primary client contact and providing project management oversight. The project architect will be responsible for project design, documentation, and construction administration, assisted collaboratively throughout by the project designer. The interior designer will design and document interior spaces including interior finishes and fixtures through all phases and will be responsible for FFE design and selection. Additional designers will be assigned to the project at certain intervals to assist the key team members. All key MPA team members have experience with sustainable design and accessible design.

CONSULTANT TEAM

For this proposal we have assembled the best consultant team possible to tackle the specific challenges of the project. Our consultant team is well-versed in their disciplines and has successfully worked with MPA on a number of past projects. Our team's breadth of experience brings a world-view to our design thinking with a hyper-local, deep knowledge of the communities where we work. Our local, invested consultants are located in the Detroit metro area. Two of our consultant team firms, Giffels Webster and JS2 Designs are located in Birmingham.

MPA

Each of our consultant firms has experience designing for sustainability and accessibility. Our LEED consultant Catalyst will lead the process for achieving and documenting credits for LEED Silver Certification. Their scope includes all credit documentation in both the design and construction phases for an efficient path to certification.

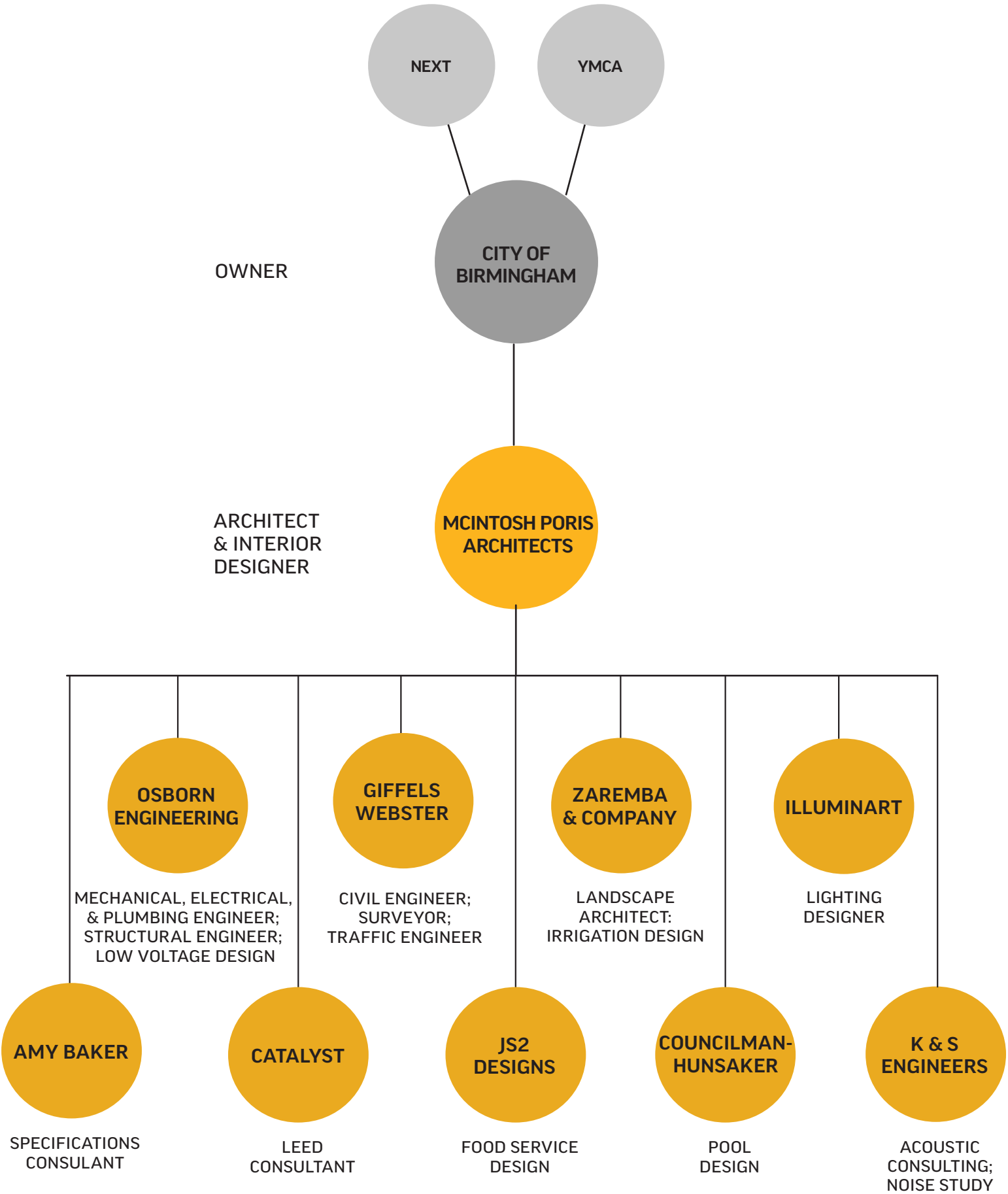
MPA and our team of consultants form an integrated team who will be a continuous, dedicated force from project conception through completion. Knowledge and relevant experience from past projects is vital, and our team's extensive knowledge and ingenuity will be applied to this project to ensure a remarkable result.

PAST TEAM COLLABORATION

MPA and our consultant partners have experience working together on numerous projects over the years. MPA is currently working with Osborn Engineering on the Fisher 21 Lofts project and our work with Osborn dates back to the early 2000s on projects like the Madison Building in Detroit. MPA and Giffels Webster have worked on countless projects together and are currently working on several projects together including Sunda Restaurant in the Little Caesar's World Headquarters in Detroit. MPA and Zaremba are frequent collaborators, having completed DuCharme Place Apartments together and currently working on Fisher 21 Lofts. MPA and Illuminart partner on most of MPA's hospitality projects including Prime + Proper, Townhouse, Olin, and currently Sunda. Amy Baker has provided specifications for numerous MPA projects. JS2 Designs has worked with MPA on numerous restaurants and is currently working on Sunda. MPA and Catalyst worked on Arbour on Main together, and K & S Engineers worked on Seven70 Adams with MPA.

TEAM AVAILABILITY

MPA and our consultant team have confirmed availability to meet the defined project schedule requirements. MPA is available to work on the project and is committed to achieving it according to the City's timeline and budget.



DESIGN APPROACH & WORK PLAN

APPROACH

MPA envisions the Birmingham Senior/Recreation Center to be a welcoming and dynamic, multi-generational hub for Next, the YMCA, and the community. Designed with personal and community wellness at the heart of the mission, the facility will promote socialization, physical activity, and lifelong learning. This mission serves as a guiding principle in the design process from start to finish.

To ensure the facility’s resilience into the future, the facility will be designed to be adaptable and flexible for the community’s use over time. A resilient approach is a sustainable one, and sustainable strategies will be consciously integrated in the design.

MPA takes its clients’ budgets very seriously. We utilize our knowledge of current market trends, obstacles, and past experiences to inform our approach and manage budget expectations. We work closely with the construction manager estimating the work to keep projects on budget and on time.

Communication is the essential building block of a successful project. We will set up clear communication for all stakeholders and team members from the outset and continuing throughout the project. We anticipate weekly OAC meetings, milestone drawing reviews, and City Commission meetings for review and feedback.

SCHEMATIC DESIGN

MPA, the client and stakeholders will kickoff with a meeting to discuss and refine the project’s goals, program requirements, and project schedule. MPA and its Consultant team will explore concepts that incorporate the project goals, program, public input, site and budget constraints. Schematic Design documents will determine the scale and relationships of the spaces, building form, materials and finishes.

DESIGN DEVELOPMENT

MPA and its Consultants will provide refined documents and more detailed design based on the approved SD documents, updated cost estimate, and City Commission comments. MPA and Consultants will prepare a Community Impact Study and drawing package for Site Plan Approval.

CONSTRUCTION DOCUMENTS

MPA will collaborate with the Owner and Construction Manager to ensure the design is consistent with the approved budget. MPA will thoroughly coordinate with Consultants among all disciplines to ensure high quality Construction Documents. The Construction Documents shall set forth in detail the requirements for construction of the Project.

CONSTRUCTION ADMINISTRATION

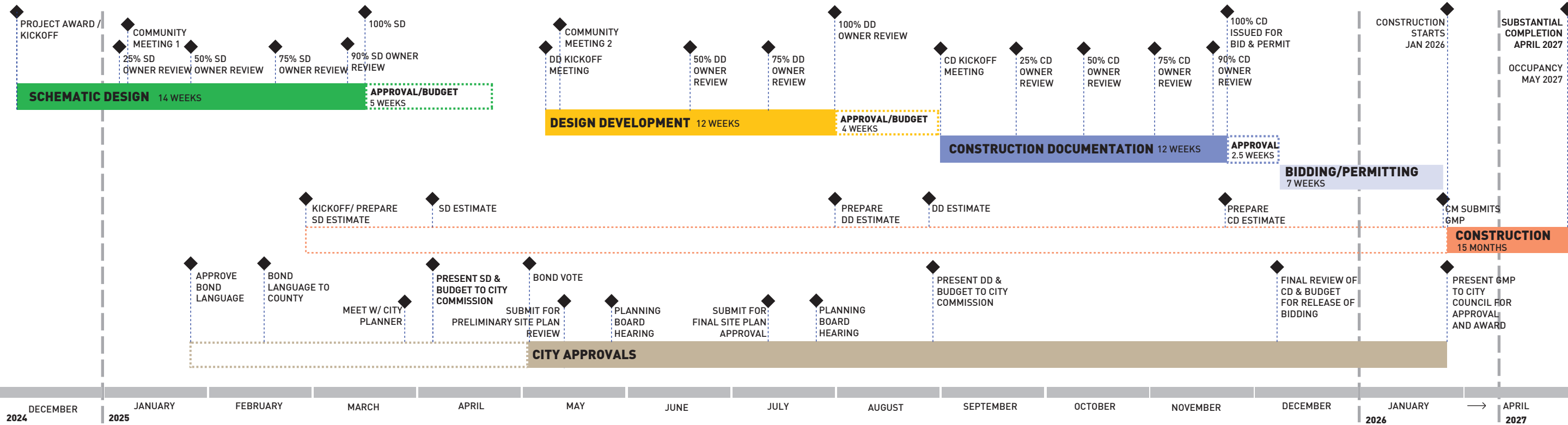
MPA and its Consultant team will provide Construction Administration services, including the bidding/permitting period. MPA will assist the Owner by providing interpretation of the construction documents and answering bid questions. MPA and its Consultant team will review submittals and shop drawings, respond to contractor requests for information, and attend weekly OAC and site meetings. MPA will prepare weekly or monthly field evaluation reports to keep the City informed on the progress of the work.

POST CONSTRUCTION

MPA and its Consultant team will provide two observational reports at six months and twelve months after occupancy to review building performance, primarily building envelope and mechanical systems.

COMMUNITY ENGAGEMENT

MPA will conduct and prepare material for two community engagement meetings. The first will occur in the beginning of SD to gather public design input on conceptual drawings. The second meeting will occur at the beginning of DD and showcase the Schematic Design presentation to solicit feedback and garner excitement for the project.



FINANCIAL PROPOSAL

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	\$ 416,673
Design Development	\$ 490,242
Construction Documents	\$ 716,276
Contract Administration	\$ 398,309
Post-Occupancy	\$ 18,500
Design Phase Reimb.	\$ 52,000 Not to Exceed
Const. Phase Reimb.	\$ 19,000 Not to Exceed
Total	\$ 2,111,000

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:	McIntosh Poris Architects
Signature:	
Name:	Michael Poris, AIA
Title:	Founding Principal
Date:	November 21, 2024

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

General Discipline	Check One		Consultant Name	%	TOTAL COST (\$)
	In-House	Consultant			
Civil Engineering		X	Giffels Webster	11.95	\$ 243,700
Architectural Design	X		McIntosh Poris Architects	49.71	\$1,014,174
Interior Design	X		McIntosh Poris Architects		Incl. Above
MEP and Fire Protection		X	Osborn Engineering	13.09	\$ 267,026
Structural Engineering		X	Osborn Engineering	6.05	\$ 123,358
Landscape Design		X	Zaremba & Company	3.87	\$ 78,900
Security Design/Low Voltage		X	Osborn Engineering	1.26	\$ 25,602
FF&E Design	X		McIntosh Poris Architects		Incl. Above
Food Service		X	JS2 Design	0.62	\$ 12,640
Pool Consultant		X	Councilman-Hunsaker	4.75	\$ 97,000
Acoustic Consulting/Noise Study		X	K & S Engineers	1.57	\$ 32,000
Lighting Design		X	Illuminart	3.04	\$ 62,000
Specifications Consultant		X	Amy Baker	0.78	\$ 16,000
LEED Consultant		X	Catalyst	3.31	\$ 67,600
Total Design Fees (A)				100	\$2,040,000

Design Phase Reimbursables	QTY.	UNIT	UNIT PRICE	TOTAL COST
LEED Registration Fee	1	1	\$ 6,000	\$ 6,000
Standard Reimbursables	1	1	\$46,000	\$46,000 N.T.E.
item				
Subtotal Design Phase Reimbursables				\$52,000 N.T.E.
Construction Phase Reimbursables	QTY.	UNIT	UNIT PRICE	TOTAL COST
Standard Reimbursables	1	1	\$19,000	\$19,000 N.T.E.
item				
Subtotal Construction Phase Reimbursables				\$19,000 N.T.E.
Total Reimbursables (B)				\$71,000 N.T.E.

Total Proposal Amount (A+B) Transfer to cover page		\$2,111,000
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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
	MCINTOSH PORIS ARCHITECTS RATE SCHEDULE	
Principal II	Founding Principal	\$310.00
Principal I	Principal-in-Charge	\$250.00
Project Manager	Project Manager	\$125.00
Sr Architect/Int Designer	Senior Architect or Interior Designer	\$125.00
Architect III	Registered Architect Level III	\$200.00
Architect II	Registered Architect Level II	\$175.00
Architect I	Registered Architect Level I	\$150.00
Arch/Int Designer III	Architectural or Interior Designer Level III	\$160.00
Arch/Int Designer II	Architectural or Interior Designer Level II	\$150.00
Arch/Int Designer I	Architectural or Interior Designer Level I	\$125.00
Designer Intern	Entry Level Designer	\$110.00
Administrative	Administrative Assistant	\$100.00

	COUNCILMAN-HUNSAKER RATE SCHEDULE	
Principal	Principal Architect/Designer	\$285.00
Director	Director	\$250.00
Project Manager	Project Manager	\$220.00
Project Engineer/Architect	Project Engineer/Architect	\$185.00
Design Associate	Designer	\$155.00
Administrative	Adminstrative	\$90.00

	AMY BAKER ARCHITECT RATE SCHEDULE	
Specifications Consultant	Specifications Writer	\$200.00

	ZAREMBA RATE SCHEDULE	
Principal Designer	Principal Landscape Designer	\$150.00
Landscape Architect I	Landscape Architect I	\$135.00
Landscape Architect II	Landscape Architect II	\$100.00
Illustrator	Illustrator	\$ 95.00
Landscape Designer I	Landscape Designer Level I	\$ 90.00
Landscape Designer II	Landscape Designer Level II	\$ 80.00
Landscape Designer III	Landscape Designer Level III	\$ 75.00
Administrative Tasks	Administrative Tasks	\$ 40.00

	JS2 DESIGNS RATE SCHEDULE	
Principal	Principal-in-Charge	\$200.00
Project Manager	Project Manager	\$165.00
Revit/AutoCAD Designer	Revit/AutoCAD Designer	\$135.00
Administrative	Administrative	\$ 85.00

	K & S ENGINEERS RATE SCHEDULE	
Principal Consultant	Certified Noise Consultant	\$225.00

	ILLUMINART RATE SCHEDULE	
Principal Lighting Designer	Principal Lighting Designer	\$225.00
Senior Lighting Designer II	Senior Lighting Designer II	\$172.00
Senior Lighting Designer I	Senior Lighting Designer I	\$152.00
Lighting Designer IV	Lighting Designer IV	\$136.00
Lighting Designer III	Lighting Designer III	\$117.00
Lighting Designer II	Lighting Designer II	\$107.00
Lighting Designer I	Lighting Designer I	\$100.00
CAD Support	CAD Support	\$60.00 - \$84.00

	CATALYST RATE SCHEDULE	
Principal	Principal Sustainability Consultant	\$220.00
Director	Director Sustainability Consultant	\$180.00
Senior Consultant	SeniorSustainability Consultant	\$150.00

GIFFELS WEBSTER RATE SCHEDULE

Construction Inspector	\$90	Partner	\$190
Senior Construction Inspector	\$100	Intern.....	\$60
Construction Administrator	\$110	Clerical Administrative	\$50
Instrument Crew.....	\$150	Project Assistant	\$75
Survey Crew	\$190	Staff Technician	\$85
Instrument Layout Crew	\$160	Project Technician.....	\$95
Construction Layout Crew	\$200	Senior Technician	\$105
Staff Surveyor	\$95	Lead Technician.....	\$115
Project Surveyor	\$110	Staff Landscape Architect.....	\$100
Senior Surveyor	\$120	Project Landscape Architect.....	\$115
Lead Surveyor.....	\$130	Senior Landscape Architect.....	\$125
Survey Manager.....	\$130	Lead Landscape Architect.....	\$135
GIS Analyst.....	\$85	Landscape Architecture Manager.....	\$145
GIS Specialist	\$100	Staff Engineer	\$100
Senior GIS Specialist	\$115	Project Engineer.....	\$115
GIS Manager	\$130	Senior Engineer	\$125
Staff Planner	\$95	Lead Engineer.....	\$135
Associate Planner	\$115	Traffic Engineer.....	\$135
Senior Planner	\$125	Senior Traffic Engineer.....	\$150
Principal Planner.....	\$135	Senior Project Manager.....	\$175
Project Manager.....	\$145	Partner Emeritus	\$175



OSBORN BILLING RATE SCHEDULE

February 1, 2024 through January 31, 2025

<u>Classification</u>	<u>Rate</u>
Principal.....	\$284.00 per hour
Director	\$267.00 per hour
Discipline Manager/Lead	\$251.00 per hour
Senior Project Manager	\$235.00 per hour
Senior Engineer/Designer	\$213.00 per hour
Project Manager	\$186.00 per hour
Senior Project Engineer/Designer, BIM Manager 2	\$176.00 per hour
Project Engineer/Designer, BIM Manager 1	\$151.00 per hour
Engineer 3, Designer 3.....	\$130.00 per hour
Engineer 2, Designer 2.....	\$118.00 per hour
Engineer 1, Designer 1, Admin 2.....	\$112.00 per hour
CO-OP, Admin 1	\$95.00 per hour

APPENDIX

MPA COMPANY INFORMATION

BUSINESS NAME AND ADDRESS

McIntosh Poris Architects
36801 Woodward Ave. Suite 200
Birmingham, Michigan 48009

PRIMARY CONTACT

Laurie Hughet-Hiller, AIA
Principal
lhughethiller@mcintoshporis.com
248.258.9346

FIRM INFORMATION

McIntosh Poris Architects was established in 1994 in Birmingham, Michigan. This year, we are celebrating 30 years of impactful design. We are an S-Corporation, and the firm's legal name is McIntosh/Poris, Inc.

AREAS OF EXPERTISE

McIntosh Poris Architects is known for innovative design that makes a difference in our community. We believe in design as a catalyst for change. We have been providing architecture, interiors, and urban design services for 30 years, and we have deep, local experience in all paths that this project may take: renovation, renovation, and addition, and new construction. We have an extensive portfolio of commercial, hospitality, multifamily, and adaptive use projects that includes country clubs and community/non-profit facilities. MPA is well known for our adaptive reuse practice and was named this year as a finalist for the Architectizer A+ Awards for Best Adaptive Reuse and Renovation Firm, worldwide. Awarded to a firm that has consistently produced distinguished architecture, MPA was recognized as the AIA Michigan Firm of the Year for 2024.

PROJECT EXPERIENCE

Based in Birmingham, MPA has been working in the City and its neighborhoods for 30 years.

LOCAL KNOWLEDGE AND COMMITMENT

Our practice was founded in Birmingham 30 years ago, designing renovations and additions to countless homes in the neighborhoods. As we’ve grown, our Birmingham work includes award-winning, new construction single family homes and multifamily housing including 750 Forest and Parkside Lofts adjacent to the Birmingham Senior/Recreation Center site.

LOCAL RESIDENT TEAM

Two of MPA’s key team members for the project are Birmingham residents that will personally be served by the project and utilize the facility. MPA founding principal Michael Poris is a longtime Birmingham resident, and Project Architect Jessica Dovletian lives in Birmingham and currently uses the YMCA with her family. Additionally, principal-in-charge Laurie Hughet-Hiller is a Bloomfield Township resident (and graduate of Groves High School) who could utilize the new YMCA with her family.

MPA



Shutter Residence
Birmingham, MI



Seven70
Birmingham, MI



Birmingham Pointe
Birmingham, MI



Birmingham Residence
Birmingham, MI



750 Forest
Birmingham, MI



Humphrey Residence
Birmingham, MI



Steinhardt Residence
Birmingham, MI



Ross Residence
Birmingham, MI



8B

Parkside Lofts
Birmingham, MI

PROJECT EXPERIENCE

MPA has deep experience with places for fitness and recreation.

MPA has been designing places for fitness and recreation throughout our 30 years of practice. We have completed a number of fitness facilities, including the YMCA at the Renaissance Center (now RenCen Fitness). Our experience includes everything from a full service spa to golf practice facilities to a bowling alley. We have completed renovations to several country clubs including fitness centers and golf swing centers. Our hotel and multifamily projects include fitness centers for guests and residents as well.

Our goal for fitness and recreation at the Birmingham Senior/ Recreation Center is to design a welcoming and memorable place for physical activity that enhances the user’s spatial experience.



Steamworks
Toronto, CA



Foundation Hotel
Detroit, MI



RenCen Fitness
Detroit, MI



The Assembly
Detroit, MI



Country Club of Detroit
Grosse Pointe Farms, MI



Franklin Hills Country Club
Franklin, MI



Steamworks
Toronto, CA



Meadowbrook Country Club
Northville, MI



RenCen Fitness (formerly YMCA)
Detroit, MI

MPA has significant experience with community gathering and hospitality spaces.

With our vast hospitality experience, we have developed a deep understanding of the typology. We know the importance of spatial relationships, details, and materiality to make a space exceptional. We take pride in creating authentic places that are welcoming and beloved by the community in which they serve, and we have been recognized for designing some of the most notable community and hospitality spaces in metro Detroit.

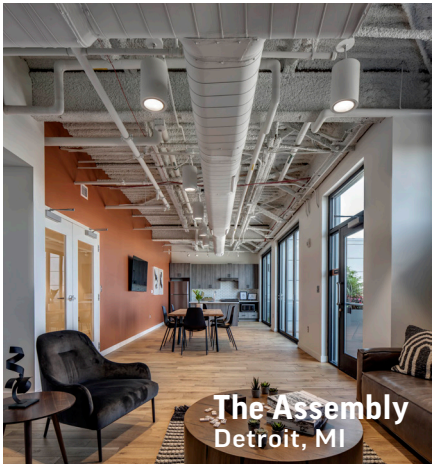
We envision the Birmingham Senior/Recreation Center to be not just a fitness center, but a gathering space for the community--a space where people are excited to go.



Foundation Hotel
Detroit, MI



Foundation Hotel
Detroit, MI



The Assembly
Detroit, MI



Carhartt
Detroit, MI



Olin
Detroit, MI



DAC The Gallery | The Fresco
Detroit, MI



Gilly's Clubhouse
Detroit, MI



DAC Kitchen / Chef's Table
Detroit, MI



Co.act
Detroit, MI



The Freelon at Sugar Hill
Detroit, MI



MICHAEL PORIS, AIA

FOUNDING PRINCIPAL

Michael Poris, AIA, has been working to implement change in his hometown of Detroit for 27 years. Under his design leadership, McIntosh Poris Architects has been transforming communities through architecture, interior, and urban design throughout the region.

Michael is a resident of Birmingham, Michigan and established the firm in 1994 with the late Douglas McIntosh. Throughout the years, McIntosh Poris Architects' adaptive re-use and multi-family practices have helped save many of Detroit's 20th-century landmark buildings, districts, and iconic neighborhoods. Michael's background in contemporary design working on both coasts before returning to Detroit has contributed to the city's upswing. It is collaboration and creative consensus building that inspires his firm to design excellence, transforming every district, building, and interior into an innovative environment.

Michael recently won the 2022 AIA Michigan Charles Blessing Award and is currently a member of Architectural Salvage Warehouse Detroit board of directors, and DIA Friends of Modern art.

SELECT PROJECTS

Pewabic Campus
Detroit, MI

RenCen Fitness
Detroit, MI

Country Club of Detroit
Grosse Pointe Farms, MI

Franklin Hills Country Club
Franklin, MI

750 Forest Condos
Birmingham, MI

Parkside Lofts
Birmingham, MI

PROJECT ROLE

Founding Principal

EDUCATION

Master of Architecture
SCI-ARC, 1990

Bachelor of Science in
Architecture University
of Michigan, 1985

CERTIFICATIONS/
MEMBERSHIPS

AIA Detroit Board
Member, 2012-2016

AIA Michigan Board
Member, 2012-2016

Michigan Architectural
Foundation Board
Member, 2012-2016

SCI-ARC Board of
Trustees, 2001-2011

MONA, Founding Board
Member, 1999

Cranbrook Art Museum
Committee Board
Member, 2008-2018

ULI (Urban Land Institute)



LAURIE HUGHET-HILLER, AIA
LEED AP BD+C

PRINCIPAL

Laurie Hughet-Hiller is a designer and registered architect experienced in leading design for projects of diverse type and scale. She is driven to create designs that have impact and meaning for her clients. Laurie is responsible for leading project design and execution, working closely with the client and all members of the project team to ensure that the design vision is maintained from concept to completion.

Laurie attended Birmingham Groves High School and the University of Michigan. She began her career in Los Angeles, California with both Clive Wilkinson Architects and Rossetti. Recognizing that she could make more of a difference in Detroit than LA, Laurie returned to her home state of Michigan in 2009 to contribute her talents to building Michigan better.

Laurie's breadth of experience includes progressive commercial, hospitality, creative office, and multifamily residential projects. Laurie received the AIA Michigan Young Architect Award in 2017, AIA Detroit Young Architect Award in 2020, and was named a 2024 GlobeSt. Woman of Influence in Architecture and Design.

SELECT PROJECTS

St. John Armenian Church & Banquet Hall
Southfield, MI

The Assembly
Detroit, MI

University of Michigan Research Studio
Detroit, MI

The Freelon at Sugar Hill
Detroit, MI

Prime + Proper
Detroit, MI

Siena Lake Clubhouse
Gypsum, CO

PROJECT ROLE

Principal-in-Charge

EDUCATION

Master of Architecture,
University of Michigan,
2006

Bachelor of Science
in Architecture,
University of Michigan,
2004

CERTIFICATIONS/
MEMBERSHIPS

AIA - American
Institute of Architects

NCARB

LEED AP BD + C

Licensed Architect -
State of Michigan

AIA Michigan, Board of
Directors, 2020-2021

AIA Detroit, Board of
Directors, 2020-2021

CREW Detroit, Board of
Directors, 2016-2017



JESSICA DOVLETIAN, AIA

ARCHITECT

Jessica Dovletian is responsible for project design and documentation from schematic design through discipline coordination, construction documentation and administration. Jessica has a wide range of experience that includes single and multi-family residential, commercial offices, hospitality and institutional projects. As Project Architect, Jessica is responsible for design and project coordination, working closely with the client and all members of the project team to ensure that the design vision is maintained from concept to completion.

Jessica is a resident of Birmingham, Michigan after moving from California. Prior to joining McIntosh Poris, Jessica worked in Los Angeles at Gehry Partners and Kevin Daly Architects. At Gehry Partners, Jessica was a designer on large scale mixed-use residential projects, designing and documenting interiors, facades, and coordinating with various consultants. Also at Gehry Partners, Jessica worked on multiple cutting-edge creative workplaces for Facebook from schematic design through construction documentation phases. While at Kevin Daly Architects, Jessica was an integral designer on a multitude of project types and scales including single and multi-family residential, retail, and institutional projects.

SELECT PROJECTS

- The Freelon at Sugar Hill
Detroit, MI
- 750 Forest
Birmingham, MI
- Seven70 Adams
Birmingham, MI
- Birmingham Pointe
Birmingham, MI
- Midtown West
Detroit, MI
- Siena Lake Clubhouse
Gypsum, CO

PROJECT ROLE

Project Architect

EDUCATION

- Master of Architecture
University of California
Los Angeles, 2011
- Bachelor of Science
in Architecture &
Construction Management
Lawrence Technological
University, 2008

CERTIFICATIONS/
MEMBERSHIPS

- AIA - American Institute
of Architects
- Licensed Architect -
State of Michigan



KELLY RACZKOWSKI

ARCHITECTURAL DESIGNER

Kelly Raczkowski is responsible for project design and production from the early schematic phase through construction administration, including coordination and agency processes. His experience ranges from single-family and multi-family residential to commercial and cultural spaces.

Prior to joining McIntosh Poris Architects, Kelly worked at VolumeOne Design Studio in Detroit. At VolumeOne, he worked on projects consisting of mid-rise and low-rise residential mixed-use, corporate headquarters campus, educational and cultural buildings. Since joining McIntosh Poris Architects, he has been part of the design teams working on the transformation of the former Detroit Fire Department Headquarters into the Foundation Hotel, the Standard Accident Insurance building into a mixed-use hotel and residence at 640 Temple, Detroit. He has also been part of the design teams for Townhouse Restaurant in Detroit, and a single-family residence in Franklin.

SELECT PROJECTS

- Meadowbrook Country Club
Northville, MI
- The Detroit Athletic Club
Main Kitchen & Chef's Table
Detroit, MI
- Motor City Casino Hotel Restaurant
Detroit, MI
- Sunda Restaurant
Detroit, MI
- Temple Detroit Hotel
Detroit, MI
- Hotel Saint Regis
Detroit, MI
- Foundation Hotel
Detroit, MI
- Franklin Residence
Franklin, MI

PROJECT ROLE

Architectural Designer

EDUCATION

- Master of Architecture
University of Michigan,
2011
- Bachelor of Science in
Architecture
University of Michigan,
2009



PROJECT ROLE

Interior Designer

EDUCATION

Bachelor of Fine Arts in Interior Design
Wayne State University, 2019

KATELYN MCCOY

INTERIOR DESIGNER

Katelyn McCoy is experienced in a wide range of interior design projects with a concentration in commercial and hospitality design. Her responsibilities include project research and concept development, finish selection and schematic design, construction documentation, FF&E selections and procurement. Her projects with McIntosh Poris Architects include multifamily housing, high-end residential, hospitality and historic interiors.

Prior to joining MPA, Katelyn worked with Carrie Long Interiors and Patrick Thompson Design. She gained much experience in high-end residential at Carrie Long Interiors and shifted focus to commercial and hospitality design during her tenure at Patrick Thompson Design. Katelyn also has over 12 years of experience working in restaurants, giving her a unique perspective when designing hospitality spaces. She believes that all projects should be approached with a hospitable ethos.

Over her career, Katelyn has seen one of her projects nominated as a finalist for Interior Design Magazine’s Best Of Year 2023 and multiple projects featured in industry known publications.

SELECT PROJECTS

- | | |
|---|--|
| The Detroit Athletic Club
Main Kitchen & Chef’s Table
Detroit, MI | with Patrick Thompson
Design: |
| Noble Restaurant
New Hudson, MI | The Reserve at Red Run
Senior Living
Madison Heights, MI |
| Fisher 21 Lofts
Detroit, MI | Vigilante Kitchen
Bar+ Restaurant
Detroit, MI |
| Sunda Restaurant
Detroit, MI | |
| 450 Amsterdam Lofts
Detroit, MI | |



Detroit Athletic Club Main Kitchen
Detroit, MI



Cleveland Browns Training Facility



Brennan Recreation Center - Detroit



Dublin Community Recreation Center



ABOUT

Established over a century ago in 1892, Osborn is proud to be one of the nation’s oldest engineering firms, continuing a tradition of excellence through outstanding quality in engineering.

Today Osborn is a fully integrated multi-disciplined design firm that uses a specialized team approach to engineering projects. These teams are built from a staff of over 350 professionals that provide designs for all phases of a wide range of projects. Osborn has specialists in civil, structural, mechanical, electrical, plumbing, fire protection and life safety, technology engineering, transportation and commissioning. As an employee-owned firm, each Osborn employee is committed to education and advancement - ensuring that each project is completed with a sense of pride.

Osborn’s strength lies with its people. We are innovative thinkers, ready to creatively overcome challenges and push the boundaries of design. Our mission is to design for your success.

SERVICES

Osborn Engineering provides full engineering planning, and design services for sports, recreation and entertainment facilities. Osborn has a rich history in sports and recreation dating back over a century ago.

Our tradition began in 1909 supporting the design of our nation’s first historic stadia. Some of our notable legacy projects are: NY Polo Grounds, Detroit Tiger Stadium, Fenway Park, Yankee Stadium and Cleveland Municipal Stadium. Our roots are exciting and we are supported by a fresh perspective on the future of sports and entertainment.

Osborn has a unique position in the sports and entertainment space with a staff that brings national experience and value. Some of our current clients include the Cleveland Guardians, Browns, and Cavaliers, The Ohio State University, and Eastern Michigan University.



PROJECT ROLE

Mechanical Engineer

EDUCATION

BS Mechanical Engineering, Ohio Northern University, 1998-2002

CERTIFICATIONS/ MEMBERSHIPS

WELL A.P., International Building Institute (IWBI), Issued Jul 2020
Professional Engineer (PE), NCEES, Issued, Oct 2008

ASHRAE Cleveland Chapter, Mar 2014-2024



PROJECT ROLE

Electrical Engineer

EDUCATION

MBA, Oakland University, 2002-2006

Michigan Technological University, BSEE, Electrical Engineering, 1991 - 1995

CERTIFICATIONS/ MEMBERSHIPS

Professional Engineer MI, AZ, CA, HI, IA, IL, MD, NC, OH, SC

Engineering Society of Detroit (ESD)

MEGAN BLANK, PE, WELL AP

SENIOR MECHANICAL ENGINEER

Shannon is a licensed landscape architect with over 13 years of combined experience in urban design, master planning, landscape architecture, and site design. He specializes in urban landscape design, with an emphasis on contextual landscapes defined by elegant simplicity, and reinforced by careful attention to details. His role as a project leader and landscape architect ranges from overseeing conceptual site design through construction documents and construction administration.

SELECT PROJECTS

City of Detroit Chandler Park Athletic Complex Detroit, MI	City of Cleveland Sterling Recreation Center Improvements Cleveland, OH
Oberlin College Athletics Tennis Courts Oberlin, OH	The Krill Co., Inc W 58th Westinghouse Development Cleveland, OH
Cleveland Metroparks System First Tee Cleveland Expansion Newburgh Heights, OH	

JEFF BODWAY, PE, LEED AP BD+C

SENIOR ELECTRICAL ENGINEER

Jeff Bodway is an experienced electrical engineer and project manager with over 25 years in the industry, working in sectors such as healthcare, education, and commercial projects. He is skilled in designing reliable electrical systems and has expertise in electrical power systems, controls, and technical documentation. Additionally, he conducts power system analyses and leads multidisciplinary teams of engineers and designers. As a Project Manager, he has successfully managed significant accounts and promoted teamwork among diverse groups, making him a valuable asset in the engineering field.

SELECT PROJECTS

City of Detroit Chandler Park Athletic Complex Detroit, MI	Lake Nona - Lake Nona Center For Well Being Orlando, FL
Hancock Wellness Center - Hancock Regional Hospital New Palestine, IN	Columbus Academy - New Field House & Venue Renovations Columbus, OH



Westlake Center for Community Services



Nationwide Arena Player Performance Cntr



Columbus Academy Field House & Venue



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PROJECT ROLE
Structural Engineer

EDUCATION
MS Structural Engineering, University of Michigan, 2004-2005
BS Civil Engineering, University of Michigan, 2001-2005

CERTIFICATIONS/MEMBERSHIPS
Professional Engineer (MI 6201056663)
USGBC LEED Accredited Professional (LEED AP)



PROJECT ROLE
Civil Engineer

EDUCATION
BS Civil Engineering, South Carolina State University, 1980-1986

CERTIFICATIONS/MEMBERSHIPS
Professional Engineer (MI 6201045167)
American Society of Civil Engineers (ASCE)

JACOB LONGTON, PE, LEED AP
SENIOR STRUCTURAL ENGINEER

Jacob has experience in structural design, construction administration and project management for a variety of projects. His experience includes structural design of buildings, construction administration, project management and coordination with owners, architects, contractors, and other members of a multi-disciplined engineering team. As a Senior Structural Engineer, Jacob's areas of expertise include structural design for steel, concrete, and masonry. Projects include office buildings, mixed-use, residential, industrial, science and technology, hospitals, and higher education facilities.

SELECT PROJECTS

- | | |
|---|--|
| Adona Apartments
Birmingham, MI | City of Detroit - Brennan Recreation Center
Detroit, MI |
| City of Detroit
Chandler Park Athletic Complex
Detroit, MI | Police Athletic League (PAL) - Recreation Center Renovation
Detroit, MI |
| Eastern Michigan University - Game Above Indoor Golf Facility
Concept Design,
Ypsilanti, MI | Lake Nona Town Center - Lake Nona Performance Club
Orlando, FL |

ANDRE BROOKS, PE
SENIOR CIVIL ENGINEER

Andre is a Civil Engineer with over 37 years of experience in the engineering and architectural industry. He brings an excellent reputation for completing designs of site plans, parking lots, roads, storm and sanitary systems, pump stations and watermain. Andre is a hands-on leader with exceptional organizational, critical thinking and prioritization skills. He has successfully managed airport, education, lighting, water/wastewater, public works, commercial and government projects.

SELECT PROJECTS

- | | |
|---|---|
| Adona Apartments
Birmingham, MI | Detroit Public Schools
Stellwagon Elementary School
Detroit, MI |
| Library Street Collective
The Convent
Detroit, MI | Detroit Economic Growth Corporation - Campus Martius
Detroit, MI |
| DPS - Gompers Elementary
Middle School Detroit, MI | |



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PROJECT ROLE

Low Voltage Designer

EDUCATION

BS Electrical Engineering (Computer Eng & Comm Systems), Cleveland State University, 1988-1996

BA Theatre Lighting and Sound Design, Kent State University, 1978-1986

CERTIFICATIONS/ MEMBERSHIPS

Professional Engineer (MI 6201068656)

AVIXA Certified Technology Specialist (CTS)

TONY WULK, PE, RCDD/NTS, CTS

SENIOR TECHNOLOGY ENGINEER

Tony has 34 years of experience in designing, integrating, and engineering various communications and technology systems, including Radio Frequency, Data Networks, Telephony, Cable TV, Security, and Audio/Visual systems. He started his career in system integration and later became a consulting engineer, specializing in detailed construction drawings and construction administration. His strong communication skills enable him to understand the requirements of both technical and non-technical clients, ensuring high-quality and complete design solutions. This combination of technical expertise and effective communication makes Tony a significant asset in his field.

SELECT PROJECTS

Cedar Point Sports Center
Sandusky, OH

Columbus Academy - New Field
House & Venue Renovations
Columbus, OH

Chandler Park
Detroit, MI

Community Recreation Center
Dublin, OH

Bluffton University - Sommer
Recreation Center
Bluffton, OH

Eastern Michigan University -
Student Athlete Performance
Center
Ypsilanti, NC



OUR COMMUNITY

Giffels Webster is a collection of people – civil engineers, landscape architects, planners, surveyors and GIS specialists – who choose every day to make communities better. Through our projects and community involvement, our people and our firm strengthen the areas in which we work and live.

From retail and housing developments to streetscape planning and water treatment, we provide and implement solutions that meet today’s demands while anticipating tomorrow’s needs. Even as communities and lifestyles change, this vision of quality living through better planning and design creates lasting results and relevancy.’

CIVIL ENGINEERING

We provide civil engineering services that balance the needs of customers, communities and the environment. With expanded services for local projects and this increased geographical reach, Giffels Webster now uses its vast experience to deliver a unique approach to infrastructure issues, opportunities and requirements. The firm remains a trusted partner and advisor to architects, developers, city managers, township supervisors, DPW directors, construction teams and more, providing counsel on how to make projects – whether public, private or institutional – buildable, profitable, sustainable and enduring.

As we have since our inception, Giffels Webster continues to deliver value through insightful civil engineering solutions for the clients we serve. Since day one, each project we touch gives our clients lasting return and enhanced quality of living.



PROJECT ROLE

Civil Engineer

EDUCATION

Bachelor of Science, Civil Engineering, Lawrence Technological University, 2001-2010

CERTIFICATIONS/ MEMBERSHIPS

Professional Engineer Michigan



PROJECT ROLE

Civil Engineer

EDUCATION

Master of Science Civil Engineering Wayne State University, 2012-2016

Bachelor of Science Civil Engineering Michigan Technological University

CERTIFICATIONS/ MEMBERSHIPS

Professional Engineer Michigan

NANCY M. STANDISH PE, LEED AP

PARTNER

Nancy Standish has 20 years of experience with Giffels Webster and is a member of the senior leadership team serving as a Partner. She is a registered professional engineer registered in the State of Michigan; LEED AP certified and has degrees in architecture and civil engineering from Lawrence Technological University. Standish works on a wide range of land development projects including residential, commercial, institutional, and municipal, from concept planning through construction, and has expertise in ADA compliance.

SELECT PROJECTS

Veteran’s Tribute, Oakland Twp, MI	Montclair West West Bloomfield, MI
Martin Parkway Commerce Twp, MI	All Seasons of West Bloomfield, West Bloomfield Twp, MI
Township Hall Commerce Twp, MI	Mystic Cove Lake Orion, MI

JOSHUA D. RATLIFF SR. PE

PROJECT MANAGER

Joshua has over a decade of experience in aerospace and civil engineering. He started with FAA approvals for small engine aircraft and later transitioned to civil engineering, focusing on land development for the past 10 years. His project portfolio includes a variety of developments—industrial, commercial, residential, and mixed-use. Joshua is driven by a passion for addressing unique project challenges and is committed to delivering innovative, client-focused solutions, showcasing his dedication to excellence in his profession.

SELECT PROJECTS

Majestic Ponds Ypsilanti Twp, MI	Sterling Center Sterling Heights, MI
Redwood Ypsilanti Ypsilanti Twp, MI	Chestnut Springs Genoa Twp, MI
Majestic Lakes Ypsilanti Twp, MI	Chestnut Woods Howell, MI
Pittsfield Glen Pittsfield Twp, MI	Regency Village Hamburg Twp, MI



OUR APPROACH

Illuminart is a Michigan-based firm offering cost-effective lighting design solutions to the architectural community nationally and internationally for more than 30 years. The award-winning team has designed several million square feet of retail space, offices, automotive design showrooms, and trade show events.

Recently, new “Best Practice” design standards were published by the IES (Illuminating Engineering Society). It is important for architects to reference these standards when planning lighting for interior and exterior designs. Illuminart provides the new standards as part of our services.

Illuminart’s creativity and diversity have led to more than 52 international design awards that highlight an unyielding commitment to the quality and detail of their work.

DESIGN PHILOSOPHY

The Illuminart team is dedicated to the balance of art and science of lighting design. We utilize this medium to render sustainable, beautifully illuminated environments that enhance the experience.

HOW WE WORK

Our designers work to balance energy efficiency and lighting quality, both of which add value to projects and protect the environment and the public good. We endeavor to create innovative lighting solutions that stimulate and motivate people while being respectful of the budget.

Illuminart designers are professional members of the IALD (international Association of Lighting Designers), and are committed to the organization’s code of ethics. As independent lighting designers, we do not sell lighting equipment therefore our decisions are free from conflict of interest. We take pride in our high level of service to our clients, and strive to exceed expectations.



ROBERT M. WHITE LC, CFLC, IALD, IES

PRINCIPAL

From his early days as an Industrial Design graduate at Detroit’s College for Creative Studies, to the present as design Principal at Illuminart, Robert has been creating innovative lighting design solutions for over 30 years. His extraordinary range of experience informs his creative design flare, technical expertise, and a collaborative spirit.

Robert has received several Edwin F. Guth Memorial Awards of Excellence for the Qatar National Convention Centre interior lighting and the Detroit McNamara airport terminal. He also received the Control Innovation Award for the Qatar National Convention Centre. He has received over 50 other individual awards of recognition, his work has been featured in a variety of industry publications including; Lighting Dimensions, Mondo, LD+A, Architectural Lighting, Metropolis, Illuminator (Russia), and Interior Design.

Currently, Robert is a lighting design instructor at the College for Creative Studies, Lawrence Technological University, and the Illuminating Engineering Society. He holds professional memberships with the International Association of Lighting Designers (IALD) and the Illuminating Engineering Society (IES). He has presented at NeoCon, Lightfair in NYC, and will be presenting to the AIA Midsummer Conference.

SELECT PROJECTS

Meadowbrook Country Club
Northville Township, MI

St. John Armenian Church
Southfield, MI

Detroit Foundation Hotel
Detroit, MI

Prime + Proper
Detroit, MI

RenCen Fitness (formerly YMCA)
Detroit, MI

Detroit Athletic Club - The Gallery | The Fresco
Detroit, MI

PROJECT ROLE

Senior Lighting Designer

EDUCATION

Bachelor of Fine Arts in Industrial Design,
College of Creating Studies, 1989

CERTIFICATIONS/ MEMBERSHIPS

Certified in Lighting Design - LC, through the National Council on the Qualifications for the Lighting Professionals (NCQLP)

Community Friendly Lighting Certified - CFLC



ABOUT US

At Zaremba & Company, we are commissioned to produce extraordinary landscape and garden environments. Through a highly personalized design and build process, we collaborate with clients, architects, and design professionals to transform properties into living works of art. Driven by design, our portfolio continues to evolve as we bring to life a diverse range of projects. We are passionately committed to the creation of exceptional works in landscape architecture and garden design.

OUR PROCESS

By balancing elements of art with nature, our designs transform ordinary spaces into private sanctuaries. Each design solution is versatile and entirely unique. Our team will gain inspiration from the client, site, and architecture to compose a conceptual design driven by an overall vision. Our ability to design and implement the vision while working collaboratively with our clients is what makes the project experience personalized and enjoyable. From preliminary sketches to detailed construction drawings and implementation, Zaremba & Company offers comprehensive design and build services to accommodate your custom landscape project.



PROJECT ROLE

Landscape Architect

EDUCATION

Bachelor in Landscape Architect, Michigan State University, 1999-2003

CERTIFICATIONS/ MEMBERSHIPS

Landscape Architect, MI, IL
LEED
American Society of Landscape Architects



PROJECT ROLE

Landscape Architect

EDUCATION

Master of Environmental Design, Michigan State University, 2020

CERTIFICATIONS/ MEMBERSHIPS

U.S. Green Building Council: Sites AP, 2018
U.S. Green Building Council: LEED Green Associate, 2018

SHANNON MOHR, ASLA, LEED

PRINCIPAL

Shannon is a licensed landscape architect with over 13 years of combined experience in urban design, master planning, landscape architecture, and site design. He specializes in urban landscape design, with an emphasis on contextual landscapes defined by elegant simplicity, and reinforced by careful attention to details. His role as a project leader and landscape architect ranges from overseeing conceptual site design through construction documents and construction administration.

SELECT PROJECTS

The Assembly Detroit, MI	Detroit Foundation Hotel Detroit, MI
Mattie Hatchett Park Pontiac, MI	Arbour on Main Ann Arbor, MI
Ducharme Place Landscape & Green Roof Design Detroit, MI	

AMANDA C. FORTE, LEED

ASSISTANT PROJECT MANAGER

Amanda Forte is a landscape designer with experience on a wide range of projects for both the public and private sectors. Her experience includes greenway design, community planning, and residential design. A LEED and SITES accredited professional, Amanda is enthusiastic about green infrastructure and partnering with communities to conserve their existing natural systems, while creating enjoyable shared spaces.

SELECT PROJECTS

Arbour on Main Ann Arbor, MI	Covington Townhomes Detroit, MI
FORD Experience Center Dearborn, MI	Whitmore Detroit, MI
FORD Rotunda Office Dearborn, MI	931 & 885 Covington Detroit, MI



Frederik Meijer Gardens & Sculpture Park



Ferris State Center for Virtual Learning



University of MI School of Music

ABOUT US

We are a collaborative team of building performance facilitators committed to high-performance and regenerative design protocols for buildings, interiors and products. Our own office building in Grand Rapids, Michigan, serves as a testing ground for many of the services we provide. From LEED to WELL to Net Positive Energy, we don't recommend anything that hasn't been vetted and implemented by our team. While green building certifications help to support social equity, sustainability professionals and organizations have the added responsibility to advocate for more equitable practices in green building projects that greatly impact our communities. We have taken our commitment to inclusivity one step further and are in the process of becoming an employee owned – women led company. Our Leadership team is comprised of 60% women while our team at large is 63% women. The way we see it, our gender and racial diversity only strengthens our team and the product we deliver to each and every client.

GOALS

At Catalyst Partners, we are your partner. Our work is to understand your goals and design buildings that contribute to the health of the people who occupy them. The result is substantial cost savings over the life of the building and ensuring that you're positively impacting our planet.

PHILOSOPHY

We believe in a culture that fosters a sense of purpose and belonging: our commitment to inclusivity drives our desire to evolve and imagine a future that works toward equity in the built environment. Catalyst Partners is a proud employee-owned, women led, B Corp certified, JUST 2.0 organization that is here to make a difference in our world & the built environment.



PROJECT ROLE

LEED Consultant

EDUCATION

Master of Architecture
University of Maryland

Bachelor of Science,
University of Illinois

CERTIFICATIONS/
MEMBERSHIPS

RA - District of Columbia

LEED AP BD+C



PROJECT ROLE

LEED Consultant

EDUCATION

Bachelor of Science in
Interior Design
Virginia Tech

CERTIFICATIONS/
MEMBERSHIPS

NCIDQ, CIDQ,
Issued Oct 1998

EMILY TURK, RA, LEED AP BD+C

DIRECTOR OF CONSULTING

Emily Turk is an architect with over 20 years of sustainable design and systems thinking experience. She has extensive proficiency authoring comprehensive technical reviews for high-performance buildings. Emily spent five years within USGBC and GBCI contributing to the development and application of LEED for New Construction, LEED for Commercial Interiors, and LEED for Schools. During this time, she gained leadership experience implementing and streamlining protocols for consistency and efficiency across LEED Rating Systems, certification applications, consultants, and committees.

SELECT PROJECTS

Rehoboth Christian School
Rehoboth, NM

IKEA Market Street
San Francisco, CA

North Campus Gateway
Hope College
Holland, MI

Early Learning Center
Ferris State University
Big Rapids, MI

SHARLYN THACKER, CID, FASID,
LEED FELLOW, WELL AP

SUSTAINABILITY CONSULTANT

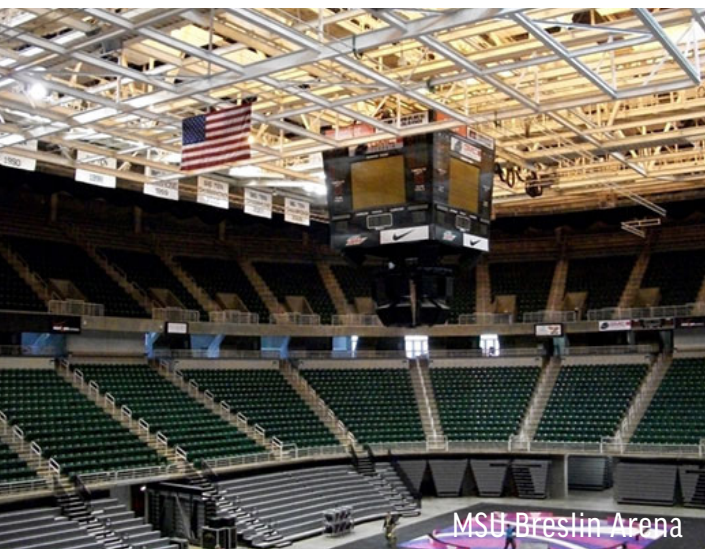
Sharlyn Thacker has over 29 years of experience in the built environment, and over 21 in sustainable design. With more than 2 million square feet of projects under her belt as a LEED Consultant, Sharlyn has a deep understanding of the rating system that transcends different sizes, types, and ambitions of buildings in pursuit of certification. Alongside this work she has experience consulting for the Chemical Insights Research Institute (CIRI), focusing on air quality, toxicity, and chemicals of concern for the built environment.

SELECT PROJECTS

The Mather
Tysons, VA

Virginia Department of
Forensic Science – Western Lab
Expansion
Roanoke, VA

Vital Farms
Egg Central Station
Springfield, MO



ABOUT US

By balancing elements of art with nature, our Kolano & Saha Engineers, Inc. was founded in 1986 by Richard A. Kolano P.E., and Pranab Saha Ph.D., P.E., who together merged their years of experience in the field of acoustics, noise and vibration control into one consulting firm. Rick and Pranab formed the firm based on the philosophy that skilled analysis, along with creative and well-engineered designs can virtually eliminate most noise and vibration problems.

Since then, the firm has steadily grown, adding staff including board certified noise control engineers and licensed professional engineers to become a leading independent, private-practice professional engineering and consulting firm specializing in acoustics, noise and vibration. In 1989, the firm moved to Waterford, MI incorporating both the engineering offices and the K&S Acoustics Laboratory into one building.

Starting in 2024, Kolano and Saha Engineers, Inc. closed its acoustics laboratory and has transitioned its consulting work to K&S Engineers, LLC. Darren Brown P.E., who has been with K&S since 1999, now heads the company along with the support of Rick and Pranab. Together, they are focusing their insights and combined experience of over 100 years to provide quality acoustics through exceptional service.



PROJECT ROLE

Acoustics Consultant

EDUCATION

Bachelor of Science in Mechanical Engineering, Michigan Technology University

CERTIFICATIONS/MEMBERSHIPS

Board-Certified Noise Control Engineer by the Institute of Noise Control Engineering-USA (INCE)



PROJECT ROLE

Acoustics Consultant

EDUCATION

Penn State University MS, Engineering Acoustics, 1976 - 1978

Rochester Institute of Technology, Bachelor of Science in Electrical Engineering, 1971 - 1976

DARREN BROWN, PE

PRINCIPAL

Darren is a Principal Consultant and managing partner at K&S Engineers, LLC, with over 30 years of experience in acoustics, noise, and vibration. He holds a Bachelor's degree in Mechanical Engineering from Michigan Technological University and is a licensed professional engineer in Michigan as well as a Board-Certified Noise Control Engineer. His expertise includes creating community noise ordinances, assessing noise impacts, and managing HVAC noise and vibration. Additionally, he specializes in interior acoustics, sound isolation, acoustics laboratory design, and qualifying acoustic test rooms, establishing himself as a leader in improving living and working environments through effective noise and vibration control solutions.

SELECT PROJECTS

- | | |
|---|-----------------------------|
| University of MI Student Activities Ann Arbor, MI | Romeo High School Romeo, MI |
| MSU Breslin Arena E. Lansing, MI | |

RICHARD A. KOLANO, P.E.

PRINCIPAL CONSULTANT

Richard is a Principal Consultant at K & S Engineers, LLC, specializing in acoustics and noise control, with over 40 years of experience. He holds degrees in Electrical Engineering and Engineering Acoustics, is a licensed professional engineer in Michigan, and is Board-Certified by INCE. Mr. Kolano is recognized as an acoustics expert in legal settings and focuses on optimizing acoustics in various facilities and addressing HVAC noise and vibration control. He conducts environmental noise studies and collaborates with municipalities on noise ordinances, contributing to better sound management in communities.

SELECT PROJECTS

- | | |
|---|-----------------------------|
| University of MI Student Activities Ann Arbor, MI | Romeo High School Romeo, MI |
| MSU Breslin Arena E. Lansing, MI | |



ABOUT US

Counsilmán-Hunsaker is made up of an integrated team of design professionals and operational specialists with unparalleled aquatic industry experience. Our project management team brings exceptional expertise and collaboration skills for the design and delivery of stunning, state-of-the-art aquatic facilities while our operational specialists guarantee facilities run safely and sustainably for guests and operators and achieve long-term operational success.

Our ‘Full Circle’ approach enables us to provide aquatic consulting and support for projects of every scope and size throughout the life of your aquatic facility – audits and planning to design and operations – from some of the industry’s top advisors. We deliver services unavailable anywhere else through our Circle of Expertise and our unique and diverse partnerships with leading organizations in the aquatic industry. Regardless of your relationship with aquatics, Counsilman-Hunsaker brings something to the table for everyone.

Founded in 1970 by swimming pioneers and company namesakes James “Doc” Counsilman and Joe Hunsaker, Counsilman-Hunsaker has been established as the trusted industry authority and respected thought leader in aquatics, completing thousands of aquatic projects in all fifty states and internationally. We’ve expanded thought leadership from aquatic architectural design to include engineering audits, feasibility studies, and operations consulting.

With over five decades of unique expertise and unique partnerships, Counsilman-Hunsaker’s design projects can be seen in universities, municipalities, school districts, hotels, condos, wellness centers, and military bases, while planning and operations services have profoundly impacted hundreds of communities and enhanced the safety and sustainability of their pools.



PROJECT ROLE

Aquatic Consultant

EDUCATION

Georgia Institute of Technology,
Bachelor of Science in Mechanical Engineering,
1998 - 2003

CARL NYLANDER

PRINCIPAL AND STUDIO DIRECTOR

As Principal and Studio Director, Carl’s efforts focus on aquatic facilities in the Northeast. Additionally, Carl represents Counsilman-Hunsaker as a member on the Board of Directors for the Model Aquatic Health Code, an organization aimed at developing a more scientific and data-driven approach to the rules and regulations of the aquatic design industry.

Carl graduated from the Georgia Institute of Technology and currently holds a professional license in mechanical engineering. He has also joined ranks of the elite in the aquatics industry as a two-time recipient of the Power 25 Award from Aquatics International. Carl is based in Ann Arbor, Michigan.

SELECT PROJECTS

Bloomington
YMCA
Bloomington, IL

Michigan State University
E. Lansing, MI

University of South Florida
Tampa, FL

Greenville Aquatic
Greenville, NC

Eastway Regional
Recreation Center
Charlotte, NC

One Cardinal Way
St. Louis, MO

Eagle Farms Baths
Villanova, PA

Roswell Recreation and
Aquatic Center
Roswell, NM



ABOUT US

Committed to raising the bar in our industry, JS, two designs passionately shapes the culinary soon through unwavering dedication. We strive to redefined the dining counter by seamlessly merging aesthetics Functionality, and sustainability within our spaces. Fueled by innovation we navigate toward the future where dining goes beyond mirror, sustenance, evolving into an immersive journey. And embracing the language of the food, service industry, JS two designs lives out the daily passion inherent in our work, aiming to establish a new pinnacle of excellence and food service environments.

IDENTIFY THE VISION

Imagination is a spark that ignites innovation. JS two focuses on defining success metrics and establishing a solid plan before ideating, iterating, and executing. We uncover your goals and collaborate closely to create a consistently, creative, profitable, hospitality experience.

Creating the layouts, with deep industry knowledge, we develop efficient layouts that service strategic roadmap, meticulously, outlining every detail, and process to ensure that projects are executed seamlessly, resources are optimized, and goals are achieved with precision.

DETAILS

Attention to detail is the bedrock of quality and precision, requiring laser focus on even the nudist Elements. Incorporating best practices, we overcome challenges, and set you up for operational, success, and pursuit of the ultimate guest experience.



PROJECT ROLE

Food Service

EDUCATION

Monroe County
Community College

CERTIFICATIONS/
MEMBERSHIPS

Autodesk Revit
Architecture
Fundamentals,
Issued Oct 2014

JOEL M. SCHULTZ II

PRINCIPAL

With over two decades of dedicated experience in foodservice design and consulting, Joel has become a seasoned expert in shaping culinary spaces for diverse clients within the hospitality and foodservice industry. His career has been defined by a commitment to innovation, efficiency, and cost-effectiveness, resulting in the creation of exceptional culinary environments that cater to the unique needs and aspirations of his clients. Throughout his journey, Joel has consistently demonstrated a knack for transforming ideas into practical, functional, and aesthetically pleasing designs, and his work extends across a spectrum of projects, from renowned fine dining establishments to healthcare facilities and educational institutions.

SELECT PROJECTS

- | | |
|---|--|
| Phoenicia
Birmingham, MI | Bay Harbor Yacht Club
Bay Harbor, MI |
| Townhouse
Birmingham, MI | Bayview Yacht Club
Detroit, MI |
| La Strada Italian
Restaurant & Bar
Birmingham, MI | Birmingham Athletic Club
Bloomfield Hills, MI |
| 220 Merrill
Birmingham, MI | Cadillac Hotel
Lexington, MI |
| Prime + Proper
Detroit, MI | Detroit Athletic Club
Detroit, MI |
| Joe Muer Seafood
Bloomfield Hills, MI | Double Tree Marriott
Bloomfield Hills, MI |
| Lena
Detroit, MI | Forest Lake Country Club
Bloomfield Hills, MI |
| Leila
Detroit, MI | Shenandoah Country Club
West Bloomfield, MI |
| Mad Nice
Detroit, MI | Siren Hotel
Detroit, MI |



The Freelon at Sugar Hill



Farwell Recreation Center



Fisher 21 Lofts Fitness Room

ABOUT

Amy Baker is a spec consulting firm located in Royal Oak, Michigan that provides a variety of architectural services for new construction, addition, and renovation work.

With experience in retail, day care centers, multi-family residential, commercial office build-outs, entertainment, light industrial, and restaurant work, Amy can provide services for a variety of project typologies.

For architect clients, Amy is happy to focus on specific technical services to support your project teams, including third party drawing reviews, code reviews, and construction specifications.

SPEC WRITING SERVICES

Yes, it is true. Amy loves writing construction specifications and participates in the local chapter of CSI (Construction Specifications Institute). Amy has prepared Project Manuals for projects ranging from \$100K to \$100M and is ready to sit down with your team to understand your project requirements. The sooner coordination occurs, the better! Spec writers bring a critical eye to the project that supports your office's quality assurance efforts in identifying code and material requirements early in the process... because who doesn't want to get coordinated sooner?!



PROJECT ROLE

Specifications Consultant

EDUCATION

Master of Architecture
Lawrence Technological
University, 2006

Bachelor of Science in
Architecture
Lawrence Technological
University, 2003

CERTIFICATIONS/ MEMBERSHIPS

Construction Documents
Technologist, 2012

Construction Specifica-
tions Institute

Specifications Consultants
in Independent Practice

Board of Directors, Build-
ing Enclosure Council of
Greater Detroit

Board of Directors, Air
Barrier Association of
America

AMY BAKER, AIA, LEED, AP, CSI, CDT, SCIP

ARCHITECT | SPECIFICATIONS CONSULTANT

Amy is a Registered Architect and Specifications Consultant with 20 years of experience in commercial construction. She specializes in the technical development of projects with a passion for exterior enclosure detailing, building science, building codes, and construction specifications. Amy is pleased to serve on the Board of Directors for the Building Enclosure Council of Greater Detroit (BEC-GD), the Detroit Chapter of the Construction Specifications Institute (CSI), Specification Consultants in Independent Practice (SCIP), and the Air Barrier Association of America (ABAA). She is also on RIB SpecLink's Product Innovation Advisory Board, where she contributes ideas for improving the functionality of one of the leading spec writing platforms in North America. Amy holds a Bachelor of Science in Architecture degree and a Master of Architecture degree from Lawrence Technological University.

SELECT PROJECTS

Fisher 21 Lofts
Detroit, MI

The Freelon at Sugar Hill
Thompson Home Student Housing
Detroit, MI

Webster Community Center
Pontiac, MI

Farwell Recreation Center
Detroit, MI

Rossford Multi-Purpose Facility
Rossford, OH

REFERENCES

CRAIG CUTLER
GENERAL MANAGER

Country Club of Detroit
(313) 881-8000
ccutler@ccdetroit.org

STEVE MCBRIDE
EXECUTIVE DIRECTOR

Pewabic Pottery
(313) 626-2001
smcbride@pewabic.org

ERIC LARSON
CEO

Downtown Detroit Partnership
(313) 300-1052
elarson@downtowndetroit.org

RODERICK HARDAMON
CEO

URGE Imprint
(313) 492-2170
rod@urgeimprint.com

GEORGE STEWART
OWNER

Woodward Garden Theater & Apts
(313) 467-2002
bswstew@aol.com

MPA

BIRMINGHAM

36801 Woodward Ave.
Suite 200
Birmingham, MI 48009

DETROIT

155 West Congress
Detroit, MI 48226

CONTACT

T. 248.258.9346
F. 248.258.0967
mcintoshporis.com



ConsensusDocs®
BUILDING A BETTER WAY

ConsensusDocs® 240
STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL



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ConsensusDocs® 240
STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

TABLE OF ARTICLES

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7. INDEMNITY AND INSURANCE
8. TERMINATION
9. DISPUTE MITIGATION AND RESOLUTION
10. MISCELLANEOUS

ARTICLE 1 AGREEMENT

November
This Agreement is made this [21] Day of [] in the year [2024], by and between the

OWNER, [] City of Birmingham

and the

DESIGN PROFESSIONAL, [] McIntosh Poris Architects

Tax identification number (TIN) [] 38-327115

License Identification for the state of the Project [] 1301041358

for services in connection with the following

PROJECT [] Birmingham Senior/Recreation Center

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 ~~November 2025~~ 5 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 (\$[])	\$416,673
Design Development Documents	[] dollars (\$[])	\$490,242
Construction Documents	[] dollars (\$[])	\$716,276
Bidding or Negotiation Assistance	[] dollars (\$[])	Incl. Below
Construction Phase	[] dollars (\$[])	\$398,309
TOTAL	[] dollars (\$[])	\$18,500 - Post Occupancy \$2,040,000 TOTAL

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  was solely 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

the Owner shall hold the Architect harmless and shall indemnify and defend the Architect from and against any and all claims, costs, losses or expenses (including reasonable attorney fees) arising out of or resulting from project, except that this indemnification shall not bar any claims the Owner may have against the Architect from damages resulting from the Architect's negligent work in performing his duties specified under the agreement. The Owner shall hold the Architect harmless from all legal claims against this work except those where liability has been adjudicated by a court of law.



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 [] \$20,000 *RAH*



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: [] McIntosh Paris Architects

BY: [Signature] NAME: Laurie Hughes-Hill TITLE: Principal

WITNESS: [Signature] NAME: Rebekah Straughel TITLE: Bookkeeper

END OF DOCUMENT.



city of birmingham

REQUEST FOR PROPOSAL

ARCHITECTURAL / ENGINEERING SERVICES FOR FINAL DESIGN + CONSTRUCTION PLAN PREPARATION

BIRMINGHAM SENIOR / RECREATION CENTER



November 21, 2024

Jana Ecker, City Manager
jecker@bhamgov.org
City of Birmingham
151 Martin Street, Birmingham, MI 48009

RE: Request for Proposal Architectural/Engineering Services for Final Design + Construction Plan Preparation / Birmingham Senior / Recreation Center

Dear Jana and members of the Selection Committee:

Thank you for inviting Neumann/Smith Architecture to propose on design services for your exciting project. Our team is ready to hit the ground running on this project, designing innovative ways for this building to elevate the NEXT program for local seniors, provide quality facilities for the YMCA, and offer valuable amenities for Birmingham and the surrounding community.

This project aligns with our firm's commitment to sustainable, human-centric design and our passion for enhancing local communities through active engagement. We have provided community engagement services on numerous projects, including our current work with the City of Ferndale, and have learned how to effectively leverage in-person and virtual strategies to hear the voices of the community. By combining our expertise with your vision, we can deliver a solution that supports, uplifts, and engages your community.

Our team is also passionate about sustainability and have completed many LEED projects. We have included sustainability experts in our project team with extensive, detailed knowledge of the LEED Certification standards and process. We integrate green strategies into our design from day one to ensure you achieve and exceed your sustainability goals.

With our close ties to the City of Birmingham, our project experience, and our expert team, we are especially excited to propose on this project. Enclosed, you'll find a lean overview of our qualifications and approach. Should you have any questions or require additional details, please don't hesitate to reach out to me directly at 248.514.7866. We look forward to the opportunity to collaborate and discuss this project further with your team.

Sincerely,



Steve Gedert / AIA, LEED AP
Principal
Neumann/Smith Architecture

 400 Galleria Offcentre, Suite 555, Southfield, MI 48034
p / 248.352.8310
f / 248.352.1821
neumannsmith.com

Please direct all questions to:
Steve Gedert / AIA, LEED AP
sgedert@neumannsmith.com
248.514.7866



CRITERIA 1

PROJECT EXPERIENCE

Why choose our team?

WE'VE SEEN IT ALL / With over 55 years of experience, our firm has dedicated much of its history to designing community + recreation centers that unite communities. From adaptable small-scale spaces to expansive full-scale recreation facilities, we've seen - and successfully completed - it all.

This means the City of Birmingham will have a team that not only understands the unique opportunities and challenges, but also prioritizes long-term maintenance, ease of use, energy conservation, and the critical balance between budget, timeline, and collaboration.

HIGHER EDUCATION EXPERIENCE / Colleges and universities set the standard for sustainability and inclusivity. With extensive experience in this sector, our firm excels at delivering inclusive, sustainable buildings that prioritize placemaking and foster collaboration. We are well-versed in parts of this process that align with your project, such as LEED certification, community engagement, and site planning/integration.

TAKING NEXT TO THE NEXT LEVEL / We recognize that this project is unique - creating both a new home for the NEXT program as well as the YMCA to support the Birmingham community. Our experience with placemaking, community spaces, and recreation centers results in human-centric spaces that bring people together. We understand how to carefully mix programming, resulting in a cohesive, multi-generational spaces.



Designing for your future.

Our team aligns with the city of Birmingham's vision to create a vibrant hub for NEXT and other members of the community to **socialize, learn, and prioritize physical health**.

This building should bring people of all ages together to learn, grow, and develop. Our design would support NEXT's mission since 1978 to **foster a community of lifelong learners** through diverse programming and an inclusive mindset. We will prioritize flexibility to allow this space to evolve with NEXT **for the next 46 years**.

After reviewing your goals and objectives for this project, we identified themes such as **multi-generational connection, versatility, accessibility, sustainability, and inclusivity** as the driving forces behind our design. These principles reflect the **shared vision of NEXT and the YMCA**, and we will bring them to life in Birmingham's new Senior/Recreation Center.



wcccd / curtis l. ivery recreation center

DETAILS / 2 stories / 80,000 sf / new build / \$25M

PROGRAM / Reception area, gymnasium, fitness spaces, cafe, event spaces, home to fields such as fitness training, sports management, sports medicine, kinesiology, physical therapy and sports conditioning.

CHALLENGES / Designing a facility on an urban site and tying it into the fabric of the neighborhood.

OPPORTUNITIES / This flexible recreation center brings college and community together, serving as a cornerstone of the Wayne County Community College District. It blends health/wellness with academic spaces to serve all users.

SIMILARITIES / Inclusivity was a major factor in the design of this building, as it is actively utilized by students, student athletes, faculty, and members of the Detroit community. The programming had to accommodate users of all ages, abilities and neuro-diverse aspects of the college + community.



van buren community + senior center

DETAILS / 22,400 sf addition + 22,300 sf renovation / \$17M

PROGRAM / Community rooms, group fitness spaces, billiards room, outdoor gathering area, black box theater, gymnasium

CHALLENGES / Staying on budget was a concern due to unprecedented post-COVID cost escalation, as well as creating flexible, multi-generational spaces.

OPPORTUNITIES / This site offered the opportunity to engage the outdoors, creating a flexible outdoor greenspace for community events such as concerts, outdoor movies, and farmers' markets.

SIMILARITIES / Local seniors make up a large percentage of the demographic for this project. We engaged with users and stakeholders to understand their needs and tailored spaces to meet them, such as a billiards room, group fitness spaces, and meeting rooms.



greater midland community center

DETAILS / 135,000 sf / new build / \$49M

PROGRAM / Gymnasium, natatorium, Early Childhood Education (ECE), and community wing. Features include a double gym, multi-purpose pool and spa, ECE classrooms, running track and 24/7 fitness, classrooms, flexible meeting rooms, and senior lounge

CHALLENGES / Cost and schedule control due to unexpected post-COVID materials cost escalation, which required researching multiple construction types for the building enclosure.

OPPORTUNITIES / The new facility replacing a 70+ year old building, included a large outdoor park area and walking paths to be shared with the neighborhood. The site ties to a large adjacent city park.

SIMILARITIES / The facility offers state-of-the-art programs and amenities for all ages, enhancing inclusivity and accessibility in the community. Community centers enjoy heavy use through their lifespans. Our team understands concerns about durability, maintenance challenges and that fact that programming changes. We design centers that anticipate this change.

We’ve assembled the ideal team for the City of Birmingham.

Our team is uniquely positioned to design a solution for this project, as we have:

- Been designing community centers since 1995, ensuring we’re on top of the latest trends, know how to avoid pitfalls, and understand how to keep cost under control. We understand the lifecycle of these types of facilities, so we design for durability, ease of maintenance, and the change of programming over time.
- Completed countless projects completed together, including many for higher education - a sector known for rigorous sustainable and inclusive design standards
- Designed millions of square feet of LEED projects
- Deep roots in Birmingham and metro Detroit
- Led community engagement efforts on several community center projects, including two in the last year.

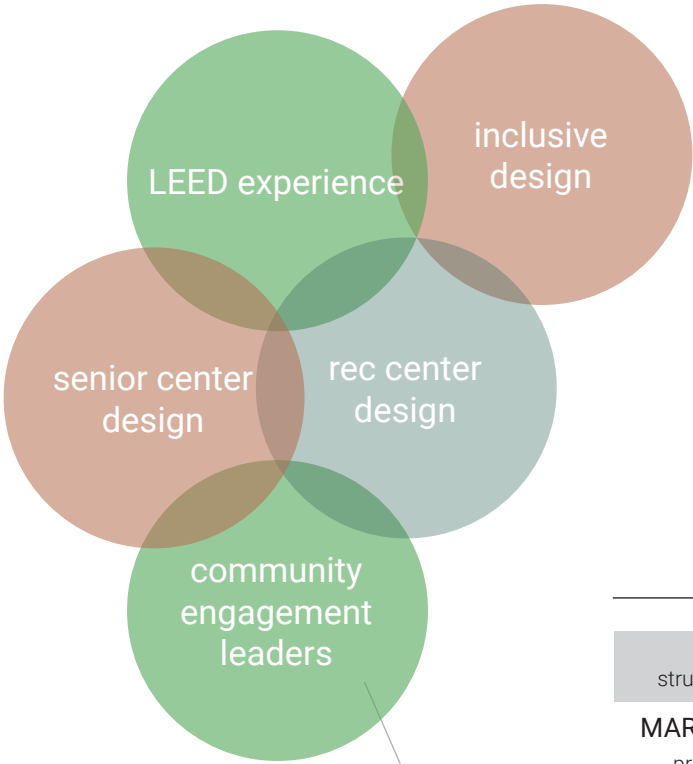
Communication is key.

Fluid communication is our top priority in any project. Our Principal in Charge, Steve Gedert and Senior Project Manager, Jeff Winslow together have 66 years of experience with community-based projects. Their experience combined with their tactical, detail-oriented, team-focused approach makes them a great asset to this project. To ensure fluid communication throughout the course of this project Steve and Jeff will work closely together. Our team will also take the following measures:

- Weekly project meetings
- Follow-up meetings after community engagement sessions
- Work closely with City of Birmingham representatives

PROJECT TEAM MATRIX /

	WCCCD CURTIS L. IVERY REC CENTER	GREATER MIDLAND COMM CENTER	VAN BUREN COMM CENTER
steve gedert / principal in charge	x	x	x
gene carroll / project executive	x	x	x
jeff winslow / sr. project manager		x	x
jim stock / design director			x
dawn peterson / specifications	x	x	x
melissa armatis / sr. interior designer			x
peter basso associates	x	x	
water technology	n/a	x	n/a
spalding dedecker			x



Building consensus.

When there are multiple community groups and stakeholders providing feedback, it can be overwhelming. We help our clients prioritize and align this input with their goals, fostering clarity and building internal consensus. As experienced leaders, we guide you through this process with confidence and focus.

100%
PROPOSED TEAM MEMBERS HAVE SUSTAINABLE
+ ACCESSIBLE DESIGN EXPERIENCE
8B

150+
NEUMANN/SMITH + PBA
PROJECTS TOGETHER

40+
NEUMANN/SMITH + RESURGET
PROJECTS TOGETHER

15+
NEUMANN/SMITH + SPALDING DeDECKER
PROJECTS TOGETHER



NEUMANN/SMITH ARCHITECTURE

GENE CARROLL
project executive

STEVE GEDERT
principal-in-charge

JEFF WINSLOW
sr. project manager

JIM STOCK
design director

DAWN PETERSON
specifications director

MELISSA ARMATIS
designer

RESURGET
structural engineering

SPALDING DEDECKER
civil engineering

MICHAEL J DUL + ASSOC.
landscape

WATER TECHNOLOGY
pool consultant

MARC STEINHOBEL
principal-in-charge

TOM SOVEL
principal-in-charge

MICHAEL DUL
principal-in-charge

STEVE CROCKER
principal + dir. of sport swimming

PIERCE SADLIER
project manager

NICHOLAS BRASS
project manager

BILL WEAVER
project director

PETER BASSO ASSOCIATES
mep engineering

DAVE CONRAD
principal-in-charge

WAYNE KERBELIS
lead mehanical

LINDSEY STEFANIAK
lead electrical

WILLIAM EDGERTON
lead plumbing

AARON FRANTZ
sustainability specialist

JOSEPH SEIDL
natatorium specialist

JEFFREY CZARNIECKI
controls engineer

Here's how we'll make your vision a reality.

OUTREACH / Senior / recreation centers are designed to bring **everyone** together into one inviting space. But how do we define what makes that space inviting? To understand the community, we immerse ourselves in the community.

Our experienced team understands not only what questions to ask, but when to ask them. Per the RFP, we will engage the community during SD + DD, using their feedback to inform our design going into CD. We will utilize time in our process to share our findings with key stakeholders from the City of Birmingham to keep all parties aligned.

SCHEMATIC DESIGN / This phase is where initial ideas and concepts begin to take shape in response to your community feedback, program requirements, and your aspirations.

Our team will start by understanding the needs, goals, and the requirements of this project. Through site analysis, community outreach, and interviews with NEXT, YMCA, Ad Hoc Senior/ Recreation Committee members, and City Staff/City Commission, we will gather data and review what has already been developed to formulate a comprehensive program that outlines the spatial, functional, and aesthetic parameters of the project.

We explore various design options, translating your and the community's vision into rough sketches, diagrams, and conceptual models. This phase emphasizes brainstorming, experimentation, and creative exploration, allowing our team to test different spatial arrangements, building forms, and circulation patterns. Collaboration is crucial during this stage, fostering dialogue and feedback to refine the design direction.

While the focus is on conceptual exploration during this phase, we also consider existing conditions and sustainability principles to inform the preliminary design concepts.

The schematic design phase sets the foundation for further development, guiding subsequent phases with a clear vision and design intent.

DESIGN DEVELOPMENT / During this phase, we translate the design concept into 3-dimensional space. Exploring and pushing ideas to the edge of innovation by leveraging our design toolbox. We find the big idea.

We would engage the Birmingham community, through an open house during this phase to gauge their thoughts on our schematic design findings. Once this is complete, we compile all feedback, visioning and stakeholder goals, glean valuable insights that drive design. From here, we'll share these findings with the City of Birmingham, NEXT, and YMCA representatives, keeping all stakeholders on the same page and to allowing for informed reviews and decisionmaking.

We continue to refine site plans, floor plans, elevations, sections, 3D modeling and animations while consciously considering budget, opportunities for sustainability, codes and constructibility based on site assessment and information gathering efforts. We also provide clear, concise images and documents that allow you to make timely + informed decisions.

CONSTRUCTION DOCUMENTS / Any design is only as good as its ability to be executed. As we refine to one singular concrete approach, we initiate our delivery. We develop detailed documents, drawings and specifications to communicate the design to consultants and contractors while preserving our client's vision for the community. We make it real, durable, and maintainable.

BIDDING + CONSTRUCTION ADMINISTRATION / Neumann/Smith's approach to bidding is to advocate for the owner's best interest, balancing experience and fee to choose the optimal candidates for these projects. Our firm's 55-year history in this industry and our Project Manager's knowledge combines, resulting in a powerful team of advisors you can trust.

During construction, Neumann/Smith will provide hands-on CA services that assure quality, keep the schedule on track and the owner in the loop. We will conduct weekly site visits and provide supplemental reporting. We take a solution-oriented approach, and communicate any issues quickly to find resolution as soon as possible. You can trust our team to be transparent in all phases.

Hearing all voices.

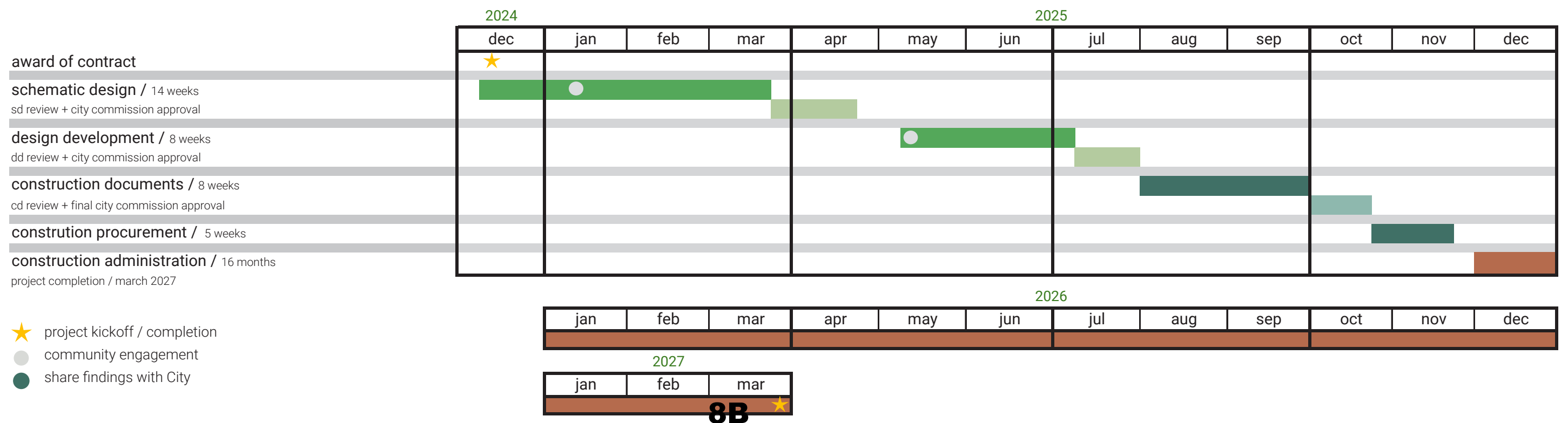
Our team is experienced with leading community engagement sessions in person and virtually, to reach as many residents as possible. Here are some recent projects we conducted feedback sessions for:



CITY OF FERNDALE, MARTIN RD. PARK / Our team led six community/internal feedback sessions with in-person and virtual engagement styles, **specifically engaging members of the senior community.** We discussed topics such as proximity and number of parking spaces, flexible, inclusive gathering spaces, and opportunities to engage outdoor spaces.



VAN BUREN COMMUNITY CENTER / The feedback received from the community during these engagement sessions was directly reflected in the programming. This is why our design featured a black box theater; a previously unidentified feature requested by the community to use for local shows and productions.





STEVE GEDERT

PRINCIPAL IN CHARGE / AIA, NCARB
neumann/smith architecture

REGISTRATION

Registered Architect in Michigan
LEED Accredited Professional

EDUCATION

Master of Architecture, with Distinction, University of Michigan
Bachelor of Science in Architecture, University of Michigan

AFFILIATIONS

American Institute of Architects (AIA)
AIA Detroit,
Building Codes & Regulations Committee
National Fire Protection Association (NFPA)
International Code Council (ICC)
Former City of Dearborn,
Zoning Board of Appeals (Chairman)
Building Enclosure Council of Greater Detroit
Member

REFERENCE

Fred Eddy / Owner's Representative, Greater Midland Community Center / fmeddyjr@aol.com

Some of Steve's favorite projects from his 41-year career have been community centers throughout the state of Michigan. He is passionate about the communities he designs for, and loves being able to see their visions become a reality through the built environment. Steve brings fluid communication, quality service, and a detail-oriented mindset to every project, and his proven track record of successful project management includes some of our firm's most complex and multifaceted projects.

RELEVANT PROJECT EXPERIENCE

1 / Greater Midland Community Center / 135,000 sf community center with pool, gymnasium, indoor + outdoor workout areas, child watch, and community spaces, Midland, MI

2 / Van Buren Township, Senior + Recreation Center / 44,700 sf renovation and addition including gymnasium, jog/walking track, fitness center and studios/multi-purpose rooms, locker rooms, Van Buren Township, MI

3 / Charter Township of Redford, Recreation + Wellness Center / 20,000 sf feasibility Study, Charter Township of Redford, MI

Wayne County Community College District, Curtis L. Ivery Health + Wellness Educational Center / 80,000 sf health and wellness center including, 1,000-seat gymnasium, locker rooms, fitness center, yoga and recreation studios, Detroit, MI

YMCA Recreation Center / New Construction, 83,000 sf, multi-story building on an urban site, transition from historic neighborhood to downtown, Ann Arbor, MI

Livonia Community Recreation Center / New Construction + Addition, 135,000 sf, Livonia, MI

Canton Township, Summit on the Park / Aquatics and Recreation Center, 85,200 sf, Canton Township, MI

Macomb Township, Community Recreation Center / New Construction + Addition, 92,693 sf, Macomb Township, MI

Wayne State University, Mort Harris Recreation + Fitness Center 68,000 sf renovation/expansion of fitness studio into existing space, Detroit, MI

West Bloomfield, Community Center / Feasibility study + community engagement, West Bloomfield, MI

Rochester Hills, Family Aquatic Center / Feasibility Study, Rochester Hills, MI





GENE CARROLL

EXECUTIVE / AIA, NCARB, LEED AP
Neumann/Smith Architecture

REGISTRATION

Registered Architect in MI and CA
National Council of Architectural Registration
Board Certification
LEED Accredited Professional
Design Professionals Risk Control Group
(DPRCG)

EDUCATION

Master of Architecture with Distinction,
University of Michigan
Master of Science in Engineering,
University of Michigan
Bachelor of Science in Architecture with
Distinction,
University of Michigan

AFFILIATIONS

American Institute of Architects (AIA)
AIA Michigan
AIA Huron Valley
Masonry Institute of Michigan
Tau Sigma Delta, National
Architectural Honor Fraternity

REFERENCE

Jim Thams / Associate VP, Facilities + Campus
Planning, Northern Michigan University /
906-227-2475/ jthams@nmu.edu

Gene is proud to serve the design and construction community, and is inspired by the collaborative spirit of today’s project teams. No day in his role is ever the same, and he wouldn’t have it any other way. As one of the leaders of Neumann/Smith Architecture, Gene enjoys being able to support teams through the entire project, guiding it toward a successful conclusion with each decision made. Never known to shy away from a challenge, Gene is motivated by pushing creative boundaries that transform the client’s goals into a reality. Gene sees each project as an opportunity to contribute to the firm’s reputation as the owner’s architect.

RELEVANT PROJECT EXPERIENCE

Greater Midland Community Center / 135,000 sf community center with pool, gymnasium, indoor + outdoor workout areas, child watch, and community spaces, Midland, MI

Wayne County Community College District, Curtis L. Ivery Health + Wellness Educational Center / 80,000 sf health and wellness center including, 1,000-seat gymnasium, locker rooms, fitness center, yoga and recreation studios, Detroit, MI

Van Buren Township, Senior + Recreation Center / 44,700 sf renovation and addition including gymnasium, jog/walking track, fitness center and studios/multi-purpose rooms, locker rooms, Van Buren Township, MI

Northern Michigan University, Northern Center / 156,000 sf renovation + addition including new formal ballroom, conference spaces, bookstore, student organization and administrative offices, student activity spaces, pub restaurant, and exterior façade update, Marquette, MI

Wayne State University, Student Center / 197,000 sf renovation, Detroit, MI

Oakland Hills Country Club / 110,000 sf, Bloomfield Township, MI

Wayne State University, Mort Harris Recreation + Fitness Center / 68,000 sf, Detroit, MI

Detroit Riverfront Conservancy, Ralph C. Wilson Jr. Centennial Park / In collaboration with Adjaye Associates, Detroit, MI

Ann Arbor Public Schools / \$1B bond issue for two new elementary schools that meet CHPS sustainability standards, Ann Arbor, MI



JIM STOCK

DESIGN DIRECTOR / RA, LEED AP
neumann/smith architecture

REGISTRATION

Registered Architect- MI
LEED Accredited Professional

EDUCATION

Master of Architecture, Design Concentration,
University of Illinois at Urbana-Champaign
Bachelor of Architecture, Design Concentration,
Lawrence Technological University
Bachelor of Science in Architecture,
Lawrence Technological University

AFFILIATIONS

Society for College and University Planning
(SCUP)

REFERENCE

Jim Thams / Associate VP, Facilities + Campus
Planning, Northern Michigan University /
906-227-2475/ jthams@nmu.edu

Measured. Compassionate. Customized / Jim’s philosophy is for all of his projects to “say something about something,” creating meaningful designs that transform communities. Jim understands the importance of his role, and the influence a project can have. He doesn’t take this lightly, working diligently to deliver something he, the owner, and the end users are proud to be a part of. He is inspired by the opportunities presented by every project - the opportunity to enhance users’ lives through the built environment, to bring an owner joy, and to truly “wow” with design. It is Jim’s belief that great design isn’t a matter of budget, but of ingenuity and creativity. Regardless of size or scope, he aims for every one of his projects to have a meaningful impact on their users and community.

RELEVANT PROJECT EXPERIENCE

Van Buren Township, Senior + Recreation Center / 44,700 sf renovation and addition including gymnasium, jog/walking track, fitness center and studios/multi-purpose rooms, locker rooms, Van Buren Township, MI

Livonia Community Recreation Center / 135,000 sf community recreation center featuring a 42’ climbing wall, running track, gymnasiums, gymnastics center, aerobics room sauna, senior center, day care, party and meeting rooms, competition and play pools, and an outdoor spray park and sunning deck, Livonia, MI

Oakland Hills Country Club / 110,000 sf, Bloomfield Township, MI

YMCA Recreation Center / New Construction, 83,000 sf, multi-story building on an urban site, transition from historic neighborhood to downtown, Ann Arbor, MI

Wayne State University, Mort Harris Recreation + Fitness Center 68,000 sf renovation/expansion of fitness studio into existing space, Detroit, MI

Canton Summit on the Park / Recreation Center study + concept, Canton, MI

Michigan State University, 1855 Place / 39-acre site master plan, 87,500 sf office + mixed-use office space, student housing, retail store, market, coffee shop, ticketing office, and 881 car parking structure, East Lansing, MI

Warren Civic Center / 109,667 city hall/library and 600 car parking structure, Warren, MI

Northern Michigan University, Northern Lights Dining / 42,000 sf kitchen, restaurant + social gathering spaces Marquette, MI



JEFF WINSLOW

SR. PROJECT MANAGER / AIA, NCARB, CDT, CSI
neumann/smith architecture

REGISTRATION

National Council of Architectural Registration
Board Certification

EDUCATION

Bachelor of Architecture,
Andrews University

Bachelor of Science in Architecture,
Lawrence Technological University

AFFILIATIONS

American Institute of Architects (AIA)
Construction Specifications Institute

REFERENCE

Fred Eddy / Owner’s Representative, Greater
Midland Community Center / fmeddyjr@aol.com

**Denotes work done with a previous firm.*

Driven by a “do whatever it takes” attitude and a passion for the details, Jeff is the type of project manager you want to have in your corner. He is inspired by working on service-minded teams that strive to provide the best possible design for the client. Jeff sees each project as an opportunity to raise the bar for our capabilities as a firm.

RELEVANT PROJECT EXPERIENCE

Greater Midland Community Center / 135,000 sf community center with pool, gymnasium, indoor + outdoor workout areas, child watch, and community spaces, Midland, MI

Van Buren Township, Senior + Recreation Center / 44,700 sf renovation and addition including gymnasium, jog/walking track, fitness center and studios/multi-purpose rooms, locker rooms, Van Buren Township, MI

Detroit Riverfront Conservancy, Ralph C. Wilson Jr. Centennial Park / In collaboration with Adjaye Associates, Detroit, MI

University of Alabama / Student Recreation Center, Tuscaloosa, AL*

Ann Arbor Public Schools / \$1B bond issue for two new elementary schools that meet CHPS sustainability standards, Ann Arbor, MI

Marcus Garvey African Center Academy / Pool renovation, Detroit, MI*

Martin Luther King High School / Pool renovation, Detroit, MI*

Bath Township / Fire station, maintenance garage, police station, Bath, MI*

City of Dewitt, Community Service Center / Dewitt, MI*

City of Flint Fire Station / concepts + planning, Flint, MI*

Ingham County Road Commission / office + maintenance garage, Lansing, MI*

The Taubman Company, Fair Oaks Mall / General renovations including toilet room + ceilings, Fairfax, VA

The Taubman Company, Beverly Center / VIP media lounge, numerous tenant spaces, management offices, toilet rooms, and rebranding, Los Angeles, CA



DAWN PETERSON

DIRECTOR OF SPECIFICATIONS / AIA, CSI, CDT, LEED AP
neumann/smith architecture

REGISTRATION

Registered Architect in Michigan
LEED Accredited Professional

EDUCATION

Bachelor of Architecture,
Illinois Institute of Technology

AFFILIATIONS

American Institute of Architects (AIA)
Building Systems Design,
Specification Content and User Experience
Advisory Committee
Construction Specifications Institute

REFERENCE

Fred Eddy / Owner’s Representative, Greater
Midland Community Center / fmeddyjr@aol.com

Dawn’s technical expertise elevates every project she works on. Her precision and attention to detail result in impeccable specifications, which serve as the roadmap to any successful project. With 15 years of experience at Neumann/Smith and nearly 30 years in the industry, Dawn has worked in almost every facet of the built environment. Her well-rounded skillset and extensive experience bring an unmatched level of expertise. Dawn’s contributions to any project are invaluable, and her dedication to excellence is evident in every aspect of her work.

RELEVANT PROJECT EXPERIENCE

Greater Midland Community Center / 135,000 sf community center with pool, gymnasium, indoor + outdoor workout areas, child watch, and community spaces, Midland, MI

Wayne County Community College District, Curtis L. Ivery Health + Wellness Educational Center / 80,000 sf health and wellness center including, 1,000-seat gymnasium, locker rooms, fitness center, yoga and recreation studios, Detroit, MI

Van Buren Township, Senior + Recreation Center / 44,700 sf renovation and addition including gymnasium, jog/walking track, fitness center and studios/multi-purpose rooms, locker rooms, Van Buren Township, MI

Detroit Riverfront Conservancy, Ralph C. Wilson Jr. Centennial Park / In collaboration with Adjaye Associates, Detroit, MI

Macomb Township, Community Recreation Center / New Construction + Addition, 92,693 sf, Macomb Township, MI

Oakland Hills Country Club / 110,000 sf, Bloomfield Township, MI

Northern Michigan University, Northern Center / 156,000 sf renovation + addition including new formal ballroom, conference spaces, bookstore, student organization and administrative offices, student activity spaces, pub restaurant, and exterior façade update

Ford Land, Wagner Place / 120-year-old former hotel will maintain its historic façade and be renovated into retail and office space with flexible outdoor park, Dearborn, MI



MELISSA ARMATIS

INTERIOR DESIGNER / NCIDQ, IIDA
neumann/smith architecture

With a diverse resume that includes everything from sports venues and higher education to workplace and hospitality, Melissa brings a fresh, unique perspective to every project. Her approach is data-driven and client focused. Data insights are gleaned through focus groups and surveys leading to functional spaces that excite users on a day-to-day basis. Her unwavering commitment to listening and understanding the client is the cornerstone of her philosophy. One of her strengths as a designer also lies in material selection - her thoughtful and intentional choices cater to the users and embody the client's brand while elevating the space from a design perspective.

REGISTRATION

National Council for Interior Design
Qualifications

EDUCATION

Bachelor of Science in Interior Design,
Western Michigan University

AFFILIATIONS

International Interior Design Association (IIDA)
President, Michigan Chapter

REFERENCE

Angela Burke / Facilities Manager, ZF /
734-452-6990 / angela.burke@zf.com

RELEVANT PROJECT EXPERIENCE

Van Buren Township, Senior + Recreation Center / 44,700 sf renovation and addition including gymnasium, jog/walking track, fitness center and studios/multi-purpose rooms, locker rooms, Van Buren Township, MI

Northern Michigan University, WellBeing Center / 12,787 sf mental + physical health center with drive-up pharmacy, group therapy rooms, offices, exam rooms, labs + centralized nurses' station, Marquette, MI

University of Michigan -Dearborn / Recreational Sports + Student Life Programming* Dearborn, MI

Northern Michigan University, Career and Engineering Technology Facility / 167,000 sf renovation with video wall, updated labs + classrooms, informal learning spaces, and innovation center for events, Marquette, MI

Rocket Mortgage Fieldhouse Renovation / FFE, Cleveland, OH*

Detroit Pistons Locker Room / FFE, Detroit, MI*

Wayne State University G League Arena / New Construction, Detroit, MI*

Atlanta Motor Speedway Restart Zone Addition / Atlanta, GA*

Florida Panthers Training Facility and Community Center / New Construction, Fort Lauderdale, FL*

Florida War Memorial Renovation / Fort Lauderdale, FL*

Volvo Car Stadium Renovation / Charleston, SC*

ISM Speedway Renovation / Avondale, AZ*

Las Vegas Motor Speedway Renovation / Las Vegas, NV*

**Denotes work done with a previous firm.*



Marc Steinhobel, PE



Profession

Structural Engineer

Current Position

Principal, CFO

Years of Experience

32+

Awards

Christopher Robertson Scholarship
1989

SEAMI - Structural Engineer of the
year 2021

Qualification

PE, State of MI, IN, MN, MS, OH, WI

BS, Civil Engineering,
University of Cape Town,
South Africa
First Class Honors 1991

Professional Associations

Structural Engineers Association of
Michigan (SEAMI)

Engineering Society of Detroit

Marc Steinhobel is a structural engineer responsible for structural engineering design services from project conception through completion. He has extensive experience in the analysis and design of steel, concrete, masonry, cold formed metal framing and wood structures, computer modelling and analysis, preparation of contract documents, and construction administration. His projects include high-rise office buildings, parking structures, housing developments, recreational facilities, health care facilities, educational facilities and historic buildings.

Specialties: Structural engineering design, structural steel design, reinforced concrete design, masonry design, wood design, cold-formed metal framing design, REVIT structures, condition assessments and due diligence investigations, historic restoration, forensic engineering and shoring and bracing design.

Marc’s creativity and knowledge of Structural Engineering make for an invaluable partner in design. He is results driven and committed to the success of each project from concept through completion.

Relevant Experience:

Jacksonville Jaguars Performance Center – Jacksonville, FI

New 130,000sf performance center with attached indoor practice field inside Pre-Engineered Metal Building. Grandstand and amenities buildings along with site structures around building and outdoor practice fields.

LMCU Ballpark – Grand Rapids, MI

Expansion to main concourse and terrace level with lower-level storage towards third base. New stepped and detailed terraces along first and third base to enhance the fan experience.

Comerica Park – Detroit, MI

Various modifications and fan enhancement projects at Comerica Baseball Stadium. Including, Canopy and bar integrated into and under main scoreboard tower, renovation and modification to concession stations. Hero signage frames to add support for advertising signs.

BYU Basketball Practice Facility – Provo, UT*

New 38,000sf basketball practice facility with tunnel linking it to existing Marriott Center court, designed by Rossetti. Building includes state-of-the-art athletic training room, locker rooms, cryotherapy chamber, weight facility and meeting rooms for both men’s and women’s basketball programs with associated office space. The building is steel framed with glass and masonry exterior façade. Steel concentric braced framed designed and detailed for seismic forces provide lateral stability.

Royal Oak City Hall – Royal Oak, MI

Two story municipal building for City of Royal Oak. Steel framed with composite concrete slabs spanning to composite steel beams and girders. Combination of masonry shear walls and steel moment frames to resist lateral loads. Partial basement with design coordination to mitigate the impact of a high-water table.

Michigan Central Development – Ford PAU – Corktown, MI

Part of the team designing the Mobility Platform (re-vitalization of railway line terminal) and surrounding landscaping project. This work includes elevated mobility platform replacing deteriorated elevated train terminal structure. Elevated walkways, Bridges, site structures such as bike storage buildings, comfort stations stadium seating, elevators, etc.

Country Club Detroit – Detroit, MI*

Project Manager and Lead Structural Engineer on vertical expansion below existing historic pool and bowling alley wing at the Country Club of Detroit. Shortly after opening in 1914 the swimming pool was permanently closed due to the polio outbreak. Membership decided to relocate the bowling alley to make way for a new gymnasium addition. Due to the historic fabric of the club, it was determined that removing the swimming pool and excavating below the historic structure to make room for the relocated bowling alley was the best option. This required shoring and underpinning the existing structure to lower the basement level nine feet. A network of micropiles shored up the building to allow for new concrete basement walls and foundation to underpin the existing foundations.

Meadowbrook Country Club – Northville, MI

Principal Structural Engineer for the renovations and addition to the existing historic Meadowbrook Country Club. Work included new maintenance building with garage for golf cart and landscaping vehicles. Vertical and horizontal expansion of main clubhouse to enlarge event space and outdoor experience. New performance center located adjacent to new driving range.

Birmingham Country Club – Birmingham, MI

New outdoor pavilion structure to enhance the outdoor experience.

With previous company worked on renovations to main club house, modifications to the pool area with new landscaping features and elevated deck above new bar. Additions of pickle ball courts and associated amenities building.

Pierce Sadlier, PE, LEED AP BD+C



Profession
Structural Engineer

Current Position
Associate Engineer

Years of Experience
10+

Qualification
PE, State of MI, IN, OH, FL, WI
LEED AP BD+C

MS, Architectural Engineering,
Lawrence Technological University,
Southfield, 2017

Professional Associations
Structural Engineers Association of
Michigan (SEAMi)
American Society of Civil Engineers
(ASCE)
United States Green Building Council
(USGBC)

Related Experience
Adjunct Professor, Lawrence
Technological University, College of
Engineering Technology, 2018-2022

Contact
pierce@resurget.engineering
313.372.4436
www.Resurget-Engineering.com

Pierce Sadlier is an Associate at Resurget Engineering PC. Pierce brings over 10 years of experience from projects around the country with a strong emphasis on higher education and K-12, but includes workplace, industrial, retail, and single and multifamily residential. His projects have a range of materials and construction types including steel, reinforced concrete, masonry, conventional wood framed structures, cold-formed metal framing, and shipping containers. His experience consists of both new construction and renovations, rehabilitating existing structures to facilitate new design and modern MEP systems.

Pierce is extremely familiar working in highly collaborative and fast paced environments with Architects and MEP engineers to provide a detailed and coordinated design to minimize conflicts during construction.

Pierce appreciates a challenge and approaches every project with great enthusiasm with the goal to design a structure that is equally efficient and environmentally conscious.

Relative Experience:

Farwell Recreation Center - Detroit, MI
Project engineer for a large gymnasium addition that features a 90'-0" clerestory in a masonry wall and a 3'-0" brick cantilever on the exterior facade.

Oakland Hills Country Club – Bloomfield, MI
Project engineer for 65,000ft² clubhouse and additional facility buildings on the grounds. The clubhouse was a steel framed, two-story building that was designed to evoke the original wood framed clubhouse.

Meadowbrook Country Club – Northville, MI
Project Engineer for the renovations and addition to the existing historic Meadowbrook Country Club. Work included new maintenance building with garage for golf cart and landscaping vehicles. Vertical and horizontal expansion of main clubhouse to enlarge event space and outdoor experience. New performance center located adjacent to new driving range.

Carstens Elementary School – Detroit MI
Structural engineer for a 72,000 ft2 elementary school that includes a gymnasium, cafeteria and feature learning stair. The structure consists of masonry bearing and shear walls support open web steel joists and precast hollow core planks at the second floor.

PRMX Elementary School – Detroit MI
Structural engineer for a 72,000 ft2 elementary school that includes a gymnasium, cafeteria and feature learning stair. The structure consists of masonry bearing and shear walls support open web steel joists and precast hollow core planks at the second floor.

Berkley School District – Anderson Middle School, Berkley MI*
SEOR for a single-story cafeteria and kitchen addition constructed of bowstring joists and masonry bearing walls.

Grand Hotel – Pool House, Mackinac, MI*
Project engineer for the design and reinforcement of the existing historic pool house and new wood framed addition supporting mixed use areas and kitchen.

The Griffin of Novi
Project engineer of a three story, stick-built clubhouse, with approximately 10,500 square feet. The clubhouse served a development with 4 apartment and townhouse buildings totaling 300,000 square feet.

Comerica Park – Detroit, MI
Project Engineer for various modifications and fan enhancement projects at Comerica Baseball Stadium. Including, Canopy and bar integrated into and under main scoreboard tower, renovation and modification to concession stations. Hero signage frames to add support for advertising signs.

**Experience prior to Resurget Engineering*



TOM SOVEL, PE

Project Director

Thomas J. Sovel, PE has 35 years of experience in the industry and with Spalding DeDecker. His experience in civil engineering covers a wide variety of projects for both public and private clients. These have included institutional, financial, educational, municipal, healthcare, commercial, industrial, and residential projects. His experience also includes tasks related to the site engineering design of parking lots, watermain, sanitary sewer, storm sewer, stormwater master drainage plan development, bus loops, and site drainage.

RELEVANT EXPERIENCE

- Farmington Hills Community Center - The Hawk (Harrison HS), Farmington Hills, MI** - In 2018, the City of Farmington Hills purchased Harrison High School from Farmington Public Schools with the intention of creating a state-of-the-art community center that would include a theater, recreation and competition swimming pools, gymnasiums, and numerous other amenities. SDA worked with the architect to upgrade various site features, with site improvements including the following:
 - Complete pavement replacement throughout the site
 - Parking lot expansion of 200+ vehicles which included new stormwater management facilities
 - New tennis/pickleball courts
- O.P.C. (Older Persons' Commission) Facility, Rochester, MI** – Project Manager responsible for oversight of site engineering for the 90,000sf OPC recreation center.
- Macomb Township Suburban Ice Arena, Macomb Township, MI** - This was a new ground-up ice arena located on the Macomb Township Campus. SD designed infrastructure improvements including parking lots, new utility services, and drainage facilities including stormwater management measures. We also obtained floodplain permits.
- Ford Community and Performing Arts Center, Dearborn, MI** - Project Manager for site engineering including grading, paving, utilities, for the additions and renovations to the existing recreation center. Construction work included major site modifications including new parking areas and athletic fields.
- Oakland County Emergency Operations Center, Sheriff's Office Training Center, and Strategic Storage Facility Buildings, Pontiac, MI** – Project Manager responsible for current site engineering for three new buildings located on the Vanguard Site including grading, paving, stormwater management, sanitary sewer, and watermain design.
- University of Michigan Projects, Ann Arbor, MI** - Project Manager overseeing planning and design aspects for many projects on the campus. Design work included paving, grading, drainage, road, retaining wall, and utility design for the following projects: New Athletic Department Maintenance Facility, Taubman Health Sciences Library Expansion and Renovations, Crisler Arena Renovation, and Crisler Arena Player Development Center.
- Kemeny Recreation Center Renovations, Detroit, MI** – Project Manager for civil engineering design and construction phase services to expand the building and construct additional parking.

ADDITIONAL EXPERIENCE

- | | |
|---|---|
| <ul style="list-style-type: none">Northville Township HallU.S. Border PatrolTaylor Parks and Recreation Maintenance BuildingMDOT Oakland Transportation Service CenterHuron Township Hall | <ul style="list-style-type: none">Detroit Public Safety Headquarters16th District Courthouse47th District Courthouse52nd District 3rd Division Oakland Courthouse and Sheriff SubstationDetroit ZooPontiac Transportation Terminal |
|---|---|

EDUCATION

BS, Civil Engineering,
Michigan State
University, 1988

REGISTRATION

Professional Engineer:
Michigan, Alabama, Arizona,
Arkansas, California, Colorado,
Connecticut, Delaware,
Florida, Georgia, Illinois,
Indiana, Kansas, Kentucky,
Louisiana, Maine, Maryland,
Massachusetts, Minnesota,
Mississippi, Montana,
Nebraska, New Hampshire,
New Jersey, New Mexico, New
York, North Carolina, North
Dakota, Ohio, Oklahoma,
Pennsylvania, South Carolina,
South Dakota, Tennessee,
Texas, Utah, Virginia,
Washington DC, West Virginia,
Wyoming.

QUALIFICATIONS

Mr. Sovel has more than three decades of experience providing site engineering for municipal and recreation clients

Extensive pavement management, stormwater management, and site engineering experience



NICHOLAS BRASS, PE

Project Manager

Nicholas Brass, PE has more than 12 years of experience in the industry. In his role as project manager, Nick is responsible for providing engineering and project support, including civil site design, specification and plan development, quality reviews, and task planning for a variety of projects. He has performed initial field inspections and investigations to collect data to develop improvement plans; designed plans and specifications for land development, pavement management, and municipal-owned infrastructure projects; provided soil boring analysis; reviewed sites to integrate sustainable elements; and performed pavement inspection using the PASER rating system for many facilities/programs and managed databases and tracked and forecast pavement maintenance repairs.

RELEVANT EXPERIENCE

- SK Real Estate - The Shores at Crystal Lake** – Project Manager – Providing civil design services for a new 34-acre community along the shores of Pontiac's Crystal Lake. The site will transform an abandoned housing development into a walkable urban village that encompasses new County storm water standards through green infrastructure, forward thinking pavement solutions, and utility design for a 1,200-unit demand.
- Kendall Group Facility, Clinton Township, MI** – Project Engineer – Prepared site plans and engineering plans for 22-acre site to facilitate 100,000 square foot office/distribution facility. Project included right-of-way deceleration and acceleration improvements, county drain abandonment, and wetland mitigation.
- Farbman Group - 9 Dome** - Project Engineer/Manager – Oversaw design of the site development for a new sports dome. The project included infiltration basins to reduce storm water runoff storage requirements. Furthermore, our services included facilitating the design coordination with mechanical and electrical engineers for new facility services.
- FedEx Ground** – Project Engineer/Project Manager – Provided design and construction management services for pavement rehabilitation at regional distribution centers throughout the nation. Services included pavement evaluation and recommendations, construction document development, bidding and project award, construction management, and project closeout.
- Macomb County Department of Roads Vehicle Maintenance Facility, Clinton Township, MI** – Project Engineer – Provided site plan and construction documents for a new vehicle maintenance facility, including paving, grading, storm water management systems, utilities, and box culvert drain crossing.
- Szott Toyota** – Project Manager – Managed the design of site improvements to accommodate building façade enhancements, new car delivery bay, and a pre-owned vehicle building overhead door addition. The project included design for vehicles to maneuver the new display pad and traverse in/out of the delivery bays. Furthermore, a drainage analysis was completed to confirm and provide solutions to improve site drainage issues.
- Porsche Experience Center, Carson, CA** – Project Engineer/Project Manager – Construction design support and project management for the Porsche Experience Center. The facility was built on a historic landfill site. The site included a high-speed track with a world famous carousel. It included the following vehicle training features: handling circuit, low friction handling circuit (polished pavement), low friction circle (wetted surfaces), low friction hill (wetted surfaces), multi-use dynamics areas, kick plate, and off road course. Storage tanks and water reuse systems are also included on the site.

EDUCATION

BS, Civil Engineering,
Lawrence Technological
University, 2011

REGISTRATION

Professional Engineer,
Michigan, 2016

PASER Pavement Rating
Certification

Storm Water Operator
Certification

Comprehensive Soil Erosion
and Sedimentation Control
Certification

TRAINING

AutoCAD: Civil 3D

Ersi: ArcGIS

Bentley: CulvertMaster,
FlowMaster, StormCAD,
WaterCAD

QUALIFICATIONS

Highly experienced using the PASER rating system for pavement management.

Extensive experience providing plans and specifications for numerous private developments and K-12 school districts.



LEADERSHIP TEAM & RESUMES

We’ve established a leadership team for the continuity of excellence that our clients expect. Michael J. Dul, the founder, continues as the integrator of landscape and site design. Patrick Funke and Timothy Shoemaker also lead the firm, utilizing their extensive full-cycle project experience, while bringing new products, technologies and solutions to our clients. Together our leadership team provides a solid foundation for maintaining the firm’s values, processes, management and reputation.



MICHAEL J. DUL, PLA, ASLA
Founding Partner

For over 40 years, Michael has demonstrated a passion for landscape architecture through his portfolio of completed projects. Creativity, understanding of natural systems, and a detailed eye for the built environment have enabled him to produce site-specific solutions. Clients include corporations, municipalities, institutions, developers and high-end residential.

Michael graduated from Michigan State University with a BS in Landscape Architecture and the ASLA Certificate of Honor for Excellence in the Study of Landscape Architecture. He’s been a licensed Landscape Architect in the State of Michigan since 1977.

Under Michael’s leadership, MJD&A has received numerous recognitions and design awards. A few include:

Michigan Chapter of American Society of Landscape Architects
Outstanding Firm of the Year 2011
3 Honor Awards
8 Merit Awards
Significant Contributions to Michigan’s Landscape Industry

American Association of Nurserymen
2 Landscape Design Awards
Merit Awards

Michigan Concrete Association
Award of Excellence

Michigan Nursery & Landscape Contractors Association
Industry Award

OTHER LOCAL WORKS

FOR the CITY OF BIRMINGHAM

Adams Park
Preliminary, Construction Documentation, & Implementation Phases

Birmingham Fire Station, Adams Road
Preliminary, Construction Documentation, & Implementation Phases

Booth Park
Preliminary, Construction Documentation, & Implementation Phases

Pocket Parks
Multiple Projects: Preliminary and Construction Documentation

WITHIN the CITY OF BIRMINGHAM

370 Brown Mixed-Use *(active)*
Preliminary, Construction Documentation, & Implementation Phases

Adachi
Preliminary, Construction Documentation, & Implementation Phases

Holy Name Church & School
Multiple Projects: Master Planning, Preliminary, Construction Documentation, & Implementation Phases

Restoration Hardware Gallery *(active)*
Preliminary, Construction Documentation, & Implementation Phases

Roeper School, Birmingham & Bloomfield Hills Campuses
Master Planning, Preliminary, Construction Documentation, & Implementation Phases

The Birmingham Museum
Master Planning

The Community House & Van Dusen Terrace
Master Planning, Preliminary, & Construction Documentation

Westbrowwn Condominiums
Preliminary, Construction Documentation, & Implementation Phases

Willits
Preliminary, Construction Documentation, & Implementation Phases

STEVE CROCKER, PE

Principal & Director of Sport Swimming



As principal, Steve works closely with owners and coaches to understand how a facility will be used on a day-to-day basis for training, instruction and recreation to design world-class aquatic facilities. He is a licensed Professional Engineer in nine states and is able to lead a project from the initial programming and planning, through construction and operations start-up.

Steve's career began over 30 years ago as an elite swimmer, representing the USA National Team at national and international events and has seen many of the world's greatest facilities from an athlete's point of view. His most notable accomplishments include three-time Olympic Trials participant; two-time National Champion; U.S. Open Champion; NCAA All-American; and NCAA Academic All-American. His highest level of success was in 1992 when he set the World Record in the 50 Meter Freestyle. He continues to be involved in the swimming community as a coach, swim parent, and Masters swimmer.

FEATURED PROJECTS

University of Alabama Recreation Facility - Tuscaloosa, AL
El Cajon Pool - El Cajon, CA
Montrose Community Recreation Center - Montrose, CO
Loyola Academy Aquatic Center - Wilmette, IL
Elkhart YMCA - Elkhart, IN
University of Southern Indiana - Evansville, IN
Hobart High School - Hobart, IN
Jefferson High School - Lafayette, IN
Valparaiso High School - Valparaiso, IN
Aquatic Center - Franklin, KY
JLA Hotel Pool - Detroit, MI
Kalamazoo College Natatorium - Kalamazoo, MI
Moores Park Pool - Lansing, MI
Wayland Union School Competition Pool - Wayland, MI
YMCA of Northwest Louisiana, Shreveport, LA
Walker Natatorium - Kirkwood, MO
Community Center - Sedalia, MO
Outdoor Aquatic Center - St. Peters, MO
Greensboro Aquatic Center - Greensboro, NC
Olympic Trials 2016 - Omaha, NE
Lovington Community Wellness Center - Lovington, NM
Clover School District/YMCA, Clover SC
Fort Mill School District - Fort Mill, SD
University of Tennessee - Knoxville, TN
YMCA of Golden Crescent, Victoria, TX
Garland ISD Aquatic Center - Garland, TX
Northwest ISD Natatorium - Fort Worth, TX
Northside ISD - San Antonio, TX
Northeast ISD Walker Pool - San Antonio, TX
Highland Park High School Natatorium - Dallas, TX
Comal ISD - New Braunfels, TX
Prosper ISD - Prosper, TX
University of Virginia - Charlottesville, VA
Liberty University - Lynchburg, VA
University of Wisconsin-Madison "The Nick" - Madison, WI
University of Wisconsin-Madison RecSports/Natatorium - Madison, WI
Ashwaubenon Community Aquatic Center - Ashwaubenon, WI

EDUCATION

Bachelor of Science,
Mechanical Engineering
University of Kentucky
Lexington, KY

REGISTRATIONS

Professional Engineer: IL, IN, IA,
KY, MI, MN, MO, OH, WI

NSPF Certified Pool / Spa Operator
(CPO)

PROFESSIONAL AFFILIATIONS

American Swimming Coaches
Association (ASCA)

College Swimming Coaches
Association of America (CSCAA)

American Society of Mechanical
Engineers (ASME)

Themed Entertainment Association
(TEA)



WORLD LEADERS IN AQUATIC PLANNING, DESIGN AND ENGINEERING

BILL WEAVER, PE

Project Director



Bill joined the WTI team in 2022 and brings a wealth of practical experience. He is a licensed PE in WI and OH, with a BS in Environmental Science from Ohio State University, and an MS in Environmental Engineering from Purdue University. He brings approximately 15 years of engineering experience as a design consultant on municipal wastewater treatment and conveyance projects where he most recently served as a Project Manager.

Bill's background includes 15 years of coaching experience at the club, high school, and college levels. In 2018, he led the Madison West Boys Swimming & Diving Team to a Wisconsin High School State Championship. Prior to coaching, Bill spent several years as an elite swimmer where he was a member of the USA Swimming National Team, an Olympic Trials Finalist, NCAA All-American and three-time Big Ten Conference Champion. He continues to swim and actively competes as a U.S. Masters Swimmer. As a swimmer and former coach, Bill has seen many great aquatic facilities and can pull from those experiences to guide future designs.

EDUCATION

Master of Science,
Environmental Engineering
Purdue University

Bachelor of Science,
Environmental Science
Ohio State University

REGISTRATIONS

Professional Engineer: OH, WI

FEATURED PROJECTS

Tracy Outdoor Waterpark - Tracy, CA
George Washington University Natatorium - Washington, DC
Keastone Bay's Main Amenity & Waterfront Amenity - Long Neck, DE
Pot-Nets Communities Seaside Recreation Facility - Sussex County, DE
University of Florida O Dome Renovation - Gainesville, FL
Shirley B. Winston Pool - Columbus, GA
Rigdon Park Pool - Columbus, GA
Psalmond Road Pool - Columbus, GA
Elberton Splash Pad - Elberton, GA
City Park Pool - Iowa City, IA
Spencer Outdoor Aquatic Center - Spencer, IA
Jellystone Park Pool RV Resort - Millbrook, IL
2024 US Olympic Trials - Indianapolis, IN
Kennedy Park Outdoor Aquatic Center - South Bend, IN
Hutchinson Prairie Dunes Golf Club Pool Evaluation - Hutchinson, KS
John Hopkins Natatorium Renovation - Baltimore, MD
Red Oaks Waterpark Assessment - Madison Heights, MI
Mankato Area Public Schools - Mankato, MN
Belgrade Aquatics and Recreation Center - Belgrade, MT
Veridea Pool and Splash Pad - Apex, NC
Mahoney State Park Aquatic Facility Expansion - Ashland, NE
Ohio University Aquatic Renovation - Athens, OH
Sandusky Community Aquatic Center - Sandusky, OH
Edmond YMCA - Oklahoma City, OK
Charleston County Water Parks Electrical Assessment - Charleston, SC
Huether Family Aquatic Center Maintenance Plan - Yankton, SD
Boerne ISD Competition Pool - Boerne, TX
SMU Hydrotherapy & Plunge Pool Addition - Dallas, TX
Keller Splash Pad - Keller, TX
South Plains College Natatorium - Levelland, TX
Reeves County Outdoor Waterpark - Reeves County, TX
Westminster Canterbury Elevated Pool - Chesapeake Bay, VA
Chelan Douglas Regional Sports Complex Feasibility Study - Wenatchee, WA



8B

WORLD LEADERS IN AQUATIC PLANNING, DESIGN AND ENGINEERING



PROJECT ROLE Principal in Charge

EDUCATION Bachelor of Science in Architectural Engineering, Kansas State University

PROFESSIONAL REGISTRATIONS Professional Engineer (PE) - Mechanical - MI

PROFESSIONAL PROFILE

As Group leader for the firm’s Corporate Government market, Dave participates in all phases of a project. He is responsible for understanding client expectations and ensuring those expectations are reflected in the final project design.

Dave is most often involved with the production of the mechanical systems design in collaboration with the lead electrical engineer and architectural team. He has experience in building heating and cooling load analyses, ductwork layout and sizing, HVAC piping layout and sizing, piping hydraulic analyses, and field investigation.

26 years with PBA, Dave’s experience includes systems design for new construction and renovation of various types of facilities with emphasis on government buildings and sporting venues.

Dave is a member of both the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) and the Engineering Society of Detroit (ESD).

RELEVANT PROJECT EXPERIENCE

- Elkhart Health & Aquatics, Elkhart, IN**
New Community Center
- City of Kentwood, Kentwood, MI**
New Recreation Center
- City of Toledo, Toledo, OH**
New YMCA
- University of Michigan, Ann Arbor, MI**
Athletics South Competition & Performance Center
Canham Natatorium Facility Condition Assessment & Energy Model
William Davidson Player Development Center
New Al Glick Fieldhouse - Indoor Practice Facility
Training Room Fit-out
Crisler Center MEP Infrastructure Upgrades
- University of Notre Dame, Notre Dame, IN**
Joyce Athletic & Convocation Center-Reno to Sports Medicine
Basketball Practice Facility LEED Design
Track & Field Expansion
- Oakland University, Rochester, MI**
Oakland Center Expansion & Renovation
- Michigan State University, East Lansing, MI**
Jenison Fieldhouse Renovation
Spartan Stadium Upgrades
- City of Fraser, Fraser, MI**
Senior Activity Center Rooftop Unit Replacement



PROJECT ROLE Lead Electrical Engineer

EDUCATION Master of Business Administration, Oakland University
Bachelor of Science in Electrical Engineering, Lawrence Technological University

PROFESSIONAL REGISTRATIONS Professional Engineer (PE) - Electrical - MI

PROFESSIONAL PROFILE

Lindsey is responsible for the electrical systems design of a project, including layout, product research, review of documentation and drawing review submittals, and participating in field investigations. She serves as a project contact for the client to ensure project goals and expectations are met.

With 17 years at PBA, Lindsey’s experience includes the design of specialty indoor and outdoor lighting systems, power distribution and fire alarm systems, and evaluations and studies of power systems for existing primary and secondary distribution systems. Her project experience is primarily focused on new construction and renovation of multi-family housing, mixed use facilities, corporate office buildings and government facilities.

Lindsey led the electrical design for the First National Building Lobby Modernization project, an Edwin F. Guth Memorial Award winner. She is a member of the Illuminating Engineering Society (IES), and was honored as a nominee to Consulting-Specifying Engineer magazine’s 40 Under 40 program in 2017.

RELEVANT PROJECT EXPERIENCE

- City of Kentwood, Kentwood, MI**
New Recreation Center
- City of Toledo, Toledo, OH**
New YMCA
- University of Michigan, Ann Arbor, MI**
William Davidson Player Development Center
- University of Notre Dame, Notre Dame, IN**
Compton Family Ice Arena LEED Silver Design
- City of Ann Arbor, Ann Arbor, MI**
New Municipal Center
- Michigan State University, East Lansing, MI**
The Vista at Shaw Hall New Dining Facility - LEED Gold Design
- Huntington Bank, Detroit, MI**
Huntington Tower MEP Core & Shell LEED Design
- Ford Motor Company, Detroit, MI**
Wagner Place Mixed Use Development LEED Design
- Bedrock Detroit, Detroit, MI**
One Campus Martius Building Fitness Center
One Campus Martius Building Conference and Events Space
- Charles H. Wright Museum, Detroit, MI**
MEP Master Plan
Theater Concept Design
HVAC Improvements



PROJECT ROLE Lead Mechanical Engineer

EDUCATION Bachelor of Science in Mechanical Engineering, Wayne State University
Associate Degree in Climate Control Technology, Macomb Community College

PROFESSIONAL PROFILE

Wayne Kerbelis is a Principal with Peter Basso Associates, possessing 40 years of mechanical engineering experience. He has developed special expertise in retro-commissioning, performing energy audits, and conducting detailed energy conservation studies.

Wayne’s experience includes energy conservation measures, the preparation of construction documents for energy monitoring and control systems, and the design of temperature control and HVAC systems. In addition to modeling the potential energy consumption of the different aspects of a building or systems to be utilized, Wayne’s experience includes the application, design, and specification of energy reducing and sustainable/renewable systems such as solar air heating, solar heating hot water, solar domestic hot water, and geexchange system, and air and water energy recovery.

Wayne is a member of the American Society of heating, Refrigerating and Air Conditioning Engineers (ASHRAE) and the International Ground Source Heat Pump Association (IGSHPA).

RELEVANT PROJECT EXPERIENCE

- Greater Midland, Midland, MI**
New Community Center
- Wayne County Community College District, Detroit, MI**
Health & Wellness Center
HVAC Replacement Priority Study
Downtown Campus Cooling Tower Replacement
- Washtenaw Community College, Ann Arbor, MI**
Health and Fitness Center Renovation
- Saginaw Valley State University, University Center, MI**
Ryder Center Natatorium Alteration
Ryder Center Fitness Center Cooling/Ventilation Renovations
College of Health and Human Services Building LEED Silver Design
Applied Technology Center Renovation
- Oakland University, Rochester, MI**
Natatorium Commissioning
- Kalamazoo College, Kalamazoo, MI**
Fitness & Wellness Center
- Delta College, University Center, MI**
Natatorium AHU Replacement



PROJECT ROLE Plumbing Engineer

EDUCATION Bachelor of Science in Mechanical Engineering, Oakland University

PROFESSIONAL PROFILE

Bill leads PBA's Plumbing Group, supporting all design services from Corporate/Government and Healthcare to Higher Education and K12 Schools. As Plumbing Engineer, he is responsible for the technical production of the plumbing systems design, working in close coordination with the lead mechanical engineer.

Bill’s engineering experience includes building heating and cooling load analyses and HVAC system design, with a specific focus on plumbing systems. Project duties include product research, equipment selection and layout, production of technical drawings and specifications, attendance at project meetings, and construction administration.

Well versed in a variety of CAD and other design production software, Bill’s 27 years of project experience includes both new construction and existing building renovations.

Bill is a member of the American Society of Plumbing Engineers (ASPE), through which he is Certified in Plumbing Design (CPD).

RELEVANT PROJECT EXPERIENCE

- Elkhart Health & Aquatics, Elkhart, IN**
New Community Center
- City of Kentwood, Kentwood, MI**
New Recreation Center
- Greater Midland, Midland, MI**
New Community Center
- Older Person’s Commission, Rochester, MI**
New Community Center
- University of Michigan, Ann Arbor, MI**
Athletics South Competition and Performance Project
William Davidson Player Development Center
Crisler Center MEP Infrastructure Upgrades
School of Music, Theater and Dance - Dance Building Addition
- Michigan State University, East Lansing, MI**
Health & Wellness Fitness Center
IM Sports West Pool Refurbishment
Spartan Stadium Upgrades
Breslin Student Events Center Facility Upgrade and Addition
- University of Detroit Mercy, Detroit, MI**
New Student Fitness Center
- Oakland University, Rochester, MI**
Recreation Center Plumbing Upgrades
- Wayne County Community College District, Detroit, MI**
Health & Wellness Center



PROJECT ROLE Natatorium Specialist

EDUCATION Bachelor of Science in Mechanical Engineering, Oakland University

PROFESSIONAL REGISTRATIONS Professional Engineer (PE) - Mechanical - MI

PROFESSIONAL PROFILE

Joe is responsible for the planning, design, and engineering management of projects. During his 22 years of project experience, he has developed a strong technical background in complex mechanical systems including chiller and boiler plants, research and teaching laboratories, vivarium, and recreation and aquatics facilities.

He works in collaboration with architects, building owners and facilities personnel to provide engineering solutions that operate in conjunction with the building architecture and to provide energy-efficient, reliable and easily maintainable mechanical systems to meet owners’ and building occupants’ needs.

Joe is a member of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE). He has presented at the 2017 Big Ten & Friends Mechanical & Energy Conference; the 2019 World Aquatic Health Conference; and the 2019 Parks & Rec Ontario Conference.

RELEVANT PROJECT EXPERIENCE

- University of Michigan, Ann Arbor, MI**
Athletics South Competition and Performance Project
Crisler Center Phase II Addition/Expansion
Crisler Center Mechanical & Electrical Systems Upgrades
Canham Natatorium Facility Condition Assessment
- Michigan State University, East Lansing, MI**
Health Wellness and Fitness Center
Aquatics Facility Assessment
IM Sports West HVAC Study
IM Sports West Pool and Locker Room HVAC Replacement
Spartan Stadium Upgrades
Breslin Student Events Center Facility Upgrade
Jenison Fieldhouse Renovation
Women’s Locker Room Cryo Chamber & Sauna
Main Library Special Collection Renovation Study
Eli & Edythe Broad Art Museum LEED Silver
Music Building Addition & Renovation
School of Hospitality Business Renovation
Wonders Hall Teaching, Learning and Student Support Renovations
Butterfield Hall LEED Gold Renovation
- Purdue University, West Lafayette, IN**
Aquatic Center HVAC Replacement
- University of South Carolina, Columbia, SC**
Wellness Center Natatorium HVAC Study



PROJECT ROLE Sustainable Design Specialist

EDUCATION Master of Science in Mechanical Engineering, University of Michigan

PROFESSIONAL REGISTRATIONS Professional Engineer (PE) - Mechanical - MI

PROFESSIONAL PROFILE

Aaron is an Associate in PBA’s Corporate and Government market sector group. As a mechanical engineer, his responsibilities include providing mechanical design, equipment sizing and selection, and energy modeling for LEED and Net Zero compliance.

Comfortable with complex and multidisciplinary projects, Aaron has advanced skills in AutoCAD MEP and Autodesk Revit, a building information modeling (BIM) software. 9 years with PBA, his project experience has primarily focused on new construction high rise, corporate office building renovations, adaptive reuse, and municipal facilities.

Aaron presented to the 2022 Summer MiAPPA Conference “Moving Your Campus Towards Net Zero and Carbon Neutrality” and was a featured speaker at the September 2022 Detroit ASHRAE meeting. Most recently, he presented “Net Zero by Numbers” at the 2024 AIA Michigan Archifusion Conference. His blog/article credits include:

- “Ten Things to Know About the 2021 Michigan Energy Code Based on the ASHRAE 90.1-2019 Standard”
- “Fighting Stack Effect: Winter Tips”

RELEVANT PROJECT EXPERIENCE

- Michigan State University, East Lansing, MI**
Health Wellness and Fitness Center
- Bedrock Detroit, Detroit, MI**
One Campus Martius Fitness Center Renovation
One Campus Martius Infill Addition
- University of Michigan, Ann Arbor, MI**
Canham Natatorium Facility Condition Assessment & Energy Model
Yost Ice Arena Facility Condition Assessment & Energy Model
- City of Ann Arbor, Ann Arbor, MI**
New Fire Station #4 Net Zero Design
- Township of Canton, Canton Twp., MI**
New Fire Station No. 4 Geothermal Design
- DTE Energy, Detroit, MI**
Lumen Restaurant @ Beacon Park LEED Design
- Huntington Bank, Detroit, MI**
Huntington Tower MEP Core & Shell LEED Design
MEP Tenant Improvements
- City of Birmingham, Birmingham, MI**
Baldwin Public Library Youth Services Renovation
- Ford Motor Company, Dearborn, MI**
Michigan Central District Development - Site MEP
Wagner Place Mixed Use Development LEED Design
Dearborn Campus Transformation Steam Tunnels Upgrades



PROJECT ROLE	Controls Engineer
EDUCATION	Bachelor of Science in Mechanical Engineering, University of Michigan
PROFESSIONAL REGISTRATIONS	Professional Engineer (PE) - Mechanical - MI

PROFESSIONAL PROFILE

As Controls Engineer, Jeff’s responsibilities include managing a project throughout all phases of design and construction, including the coordination of design and construction labor, and commissioning plan development and execution.

With nearly 40 years of experience, Jeff has been involved with the design of temperature controls, laboratory controls, energy management systems, boiler control systems, and fire alarm systems. He has performed cogeneration studies, thermal storage system studies, and energy audits.

Jeff is a LEED Accredited Professional through the USGBC. He is a member of industry associations, including American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) and Association of Energy Engineers (AEE) by which he is recognized as a Certified Energy Manager. His responsibilities in the area of energy management design include identification of energy conservation and involvement with project design and construction, and follow-up monitoring and reporting.

RELEVANT PROJECT EXPERIENCE

- University of Michigan, Ann Arbor, MI**
Crisler Center MEP Infrastructure Upgrades
New Al Glick Fieldhouse - Indoor Practice Facility
William Davidson Player Development Center
Soccer Stadium Addition
Medical Science Buildings I and II Renovations
MSRB I HVAC Controls Upgrades
- Michigan State University, East Lansing, MI**
IM Sports West Addition and Renovation
Butterfield Hall LEED Gold Renovation
Engineering Building Chiller Plant Replacement
Veterinary Medical Center Oncology Addition
- University of Detroit Mercy, Detroit, MI**
New Student Fitness Center
- Northern Michigan University, Marquette, MI**
Jamrich Hall New Classroom Building LEED Design
The Woods New Student Housing LEED Silver Design
- DTE Energy, Detroit, MI**
Miscellaneous BAS & Controls Design Review Upgrades
- Sacred Heart Parish, Dearborn, MI**
Controls Assessment
- Detroit Regional Convention Facility Authority, Detroit, MI**
Huntington Place Facility Condition Assessment
- Western Michigan University, Kalamazoo, MI**
Western Heights Residence Hall Complex
New Student and Dining Facility



NORTHERN MICHIGAN UNIVERSITY / HAMRICH HALL



OUR EXPERIENCE / LEED

MICHIGAN STATE UNIVERSITY / 1855 PLACE

Our team understands how to deliver a successful LEED certified project at every level.

Our team has a long history of designing high performance buildings that are functional, energy efficient, and sustainable. Here are some of Neumann/Smith Architecture and Peter Basso Associates' notable LEED projects:

PLATINUM /

Central Michigan University, Mt. Pleasant, MI /
Graduate Housing - LEED for Homes; Attained LEED Platinum

GOLD /

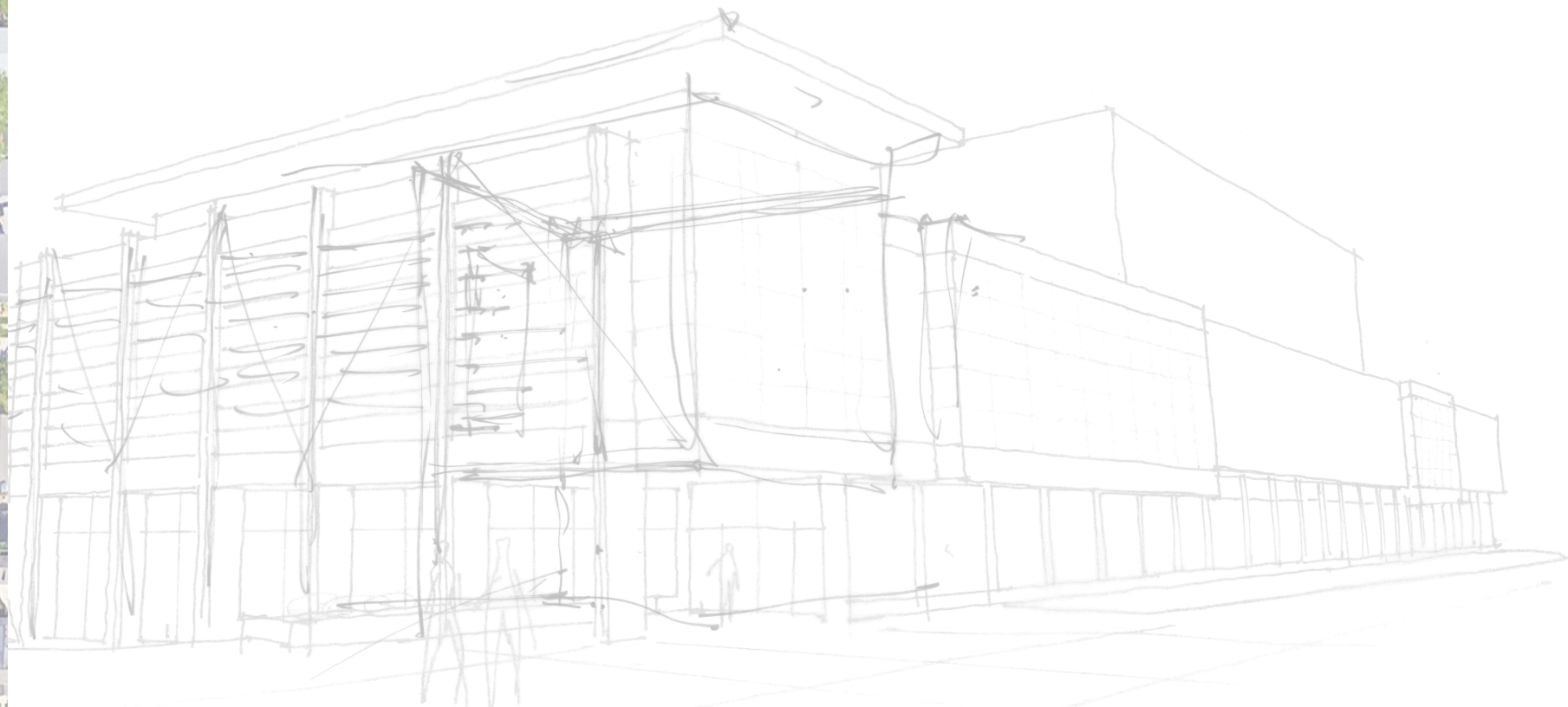
- Ferris State University, Big Rapids, MI /**
University Center Renovation
- Jenks Public Schools, Jenks, OK /**
Jenks High School Math and Science Center
- Centurion Medical Products, Williamston, MI /**
Headquarters Building - LEED NC V2.2; Attained LEED Gold
- City of Ann Arbor, Ann Arbor, MI /**
Ann Arbor Municipal Center - LEED NC V2.2
- Eastern Michigan University, Ypsilanti, MI /**
Mark Jefferson Science Complex Addition + Renovation - LEED NC
- Ford Land, Dearborn, MI /**
Wagner Place - Core and Shell v 3 - LEED 2009
- Grand Valley State University, Allendale, MI /**
Service Building Addition New Construction and Major Renovations - LEED 2009

- Michigan State University, East Lansing, MI /**
Butterfield Hall Renovation - LEED NC-V2.2
The Vista at Shaw New Dining Facility - LEED 2009 for Commercial Interiors
- Michigan Technological University, Houghton, MI /**
Hillside Place Student Apartment Housing - LEED NC
- Oakland University, Rochester, MI /**
Hillcrest Hall Student Housing - New Construction v3 - LEED 2009
- University of Michigan, Ann Arbor, MI /**
Institute for Social Research Expansion - LEED NC
Michigan Memorial Phoenix Lab - LEED NC
Crisler Arena Phase II Expansion
- Walsh College, Troy, MI /**
Jeffrey Barry Building Addition
- Washtenaw Community College, Ann Arbor, MI /**
Campus Green Parking Structure - LEED NC 2009
- Western Michigan University, Kalamazoo, MI /**
Western Heights Residence Hall Complex New Construction v4

SILVER /

- Northern Michigan University, Marquette, MI /**
The Woods - LEED v2009 New Construction and Major Renovations
- Ann Arbor Public Schools, Ann Arbor, MI /**
New Skyline High School - LEED NC V2.1
- Michigan State University, East Lansing, MI /**
1855 Place Office/Retail - LEED-NC v2009
Bott Building for Nursing Education and Research - LEED NC
Eli & Edythe Broad Art Museum - LEED NC-V2.2
- Saginaw Valley State University, University Center, MI /**
Pioneer Hall Expansion & Renovation - LEED NC
Crystal M. Lange College of Health & Human Services Building - LEED NC
- University of Michigan, Ann Arbor, MI /**
Stephen M. Ross Athletic Campus - South Complex - New Construction v3 - LEED 2009
New Dance Building
- University of Notre Dame, South Bend, IN /**
Compton Family New Hockey Arena - New Construction v2- LEED 2.2
Track & Field Stadium - New Construction v3 - LEED 2009

- Washtenaw Community College, Ann Arbor, MI /**
Occupational Education Building Renovation & Addition - LEED NC
- Wayne State University, Detroit, MI /**
Anthony Wayne Housing - New Construction v3 LEED 2009
- Whitmore Lake Public Schools, Whitmore Lake, MI /**
New Whitmore Lake High School - LEED NC
- CERTIFIED /**
- Northern Michigan University, Marquette, MI /**
John X. Jamrich Hall - LEED for Schools v2009
- Grand Valley State University, Grand Rapids, MI /**
Consumers Energy Employee Development Center (John G. Russell Leadership Center)- LEED v. 4



city of birmingham

REQUEST FOR PROPOSAL

ARCHITECTURAL / ENGINEERING SERVICES FOR FINAL DESIGN + CONSTRUCTION PLAN PREPARATION

BIRMINGHAM SENIOR / RECREATION CENTER



Steve Gedert / AIA, LEED AP
Principal
Neumann/Smith Architecture

sgedert@neumannsmith.com
248.514.7866



city of birmingham

REQUEST FOR PROPOSAL

ARCHITECTURAL / ENGINEERING SERVICES FOR FINAL DESIGN + CONSTRUCTION PLAN PREPARATION

BIRMINGHAM SENIOR / RECREATION CENTER

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	\$ 354,200
Design Development	\$ 354,200
Construction Documents	\$ 619,850
Contract Administration	\$ 442,750
Design Phase Reimb.	\$ 15,400
Const. Phase Reimb.	\$ 11,500
Total	\$ 1,797,900

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:	Neumann/Smith Architecture
Signature:	
Name:	Gene Carroll, AIA, NCARB, LEED AP
Title:	Executive Vice President
Date:	November 21, 2024

Please note the following clarifications:

- 1 / Fee includes LEED design, documentation, and submission to USGBC but not application or plaque cost.
- 2 / Low voltage (IT, A/V, Security) design included
- 3 / Exclusions include cost estimating, commissioning, demolition, signage, fitness equipment layout/ specification, geotechnical investigations, permit fees
- 4 / Our proposal does not include project-specific professional liability coverage

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

General Discipline	Check One		Consultant Name	%	TOTAL COST (\$)
	In-House	Consultant			
Civil Engineering		■	Spalding DeDecker	7.1	126,000
Architectural Design	■		Neumann/Smith	58.6	1,038,200
Interior Design	■		Neumann/Smith	—	<i>incl. above</i>
MEP and Fire Protection Engineering		■	Peter Basso Associates	20.9	370,000
Landscape Design		■	Michael J. Dul	3.1	55,000
Security Design	—	—	<i>see "low voltage" note</i>	—	—
FF&E Design	n/a	n/a	n/a	n/a	n/a
Food Service	n/a	n/a	n/a	n/a	n/a
Pool Consultant		■	Water Technology	5.3	93,800
Other <i>survey</i>		■	Spalding DeDecker	0.7	13,000
Other <i>structural</i>		■	Resurget	4.3	75,000
Other	—	—	—	—	—
Other	—	—	—	—	—
Total Design Fees (A)					1,771,000

Design Phase Reimbursables	QTY.	UNIT	UNIT PRICE	TOTAL COST
Item <i>deliverables</i>	<i>varies</i>	<i>varies</i>	<i>see "reimbursable notes"</i>	\$4,700
item <i>N/S in-house</i>	<i>varies</i>	<i>varies</i>	<i>see "reimbursable notes"</i>	\$3,500
item <i>consultants in-house</i>	<i>varies</i>	<i>varies</i>	<i>see "reimbursable notes"</i>	\$7,200
Subtotal Design Phase Reimbursables				\$15,400
Construction Phase Reimbursables	QTY.	UNIT	UNIT PRICE	TOTAL COST
item <i>WTI travel</i>	<i>varies</i>	<i>varies</i>	<i>see "reimbursable notes"</i>	\$4,500
item <i>N/S in-house</i>	<i>varies</i>	<i>varies</i>	<i>see "reimbursable notes"</i>	\$4,200
item <i>consultants in-house</i>	<i>varies</i>	<i>varies</i>	<i>see "reimbursable notes"</i>	\$2,800
Subtotal Construction Phase Reimbursables				\$11,500
Total Reimbursables (B)				\$26,900

Total Proposal Amount (A+B) Transfer to cover page	100	1,797,900
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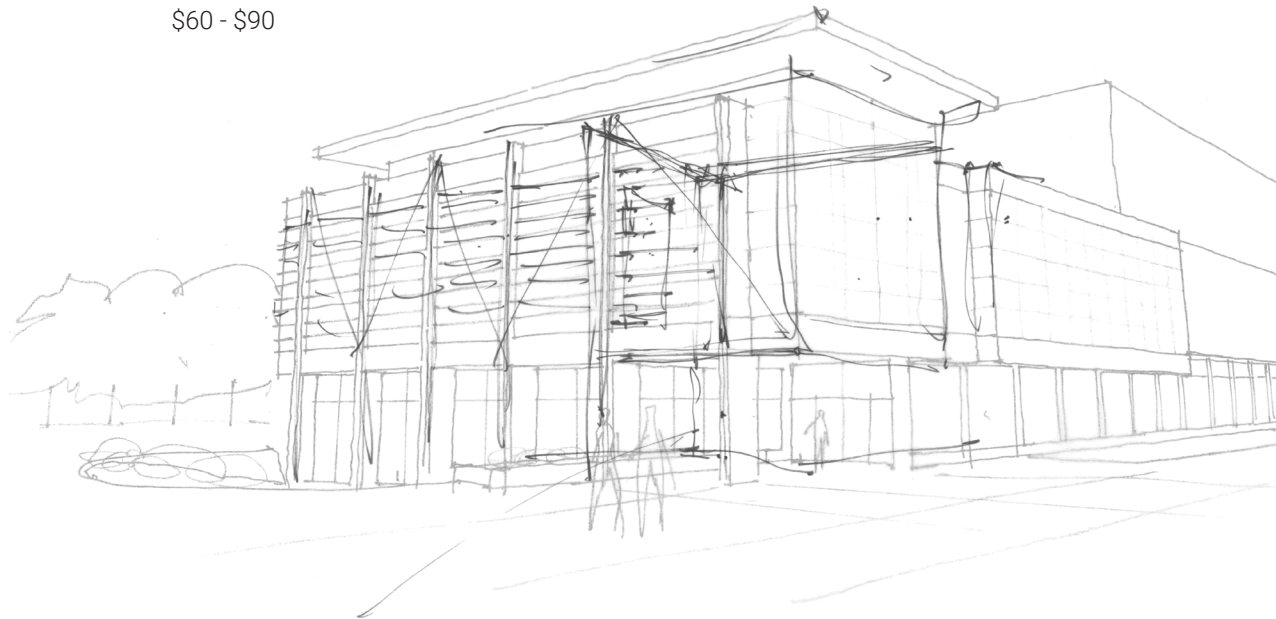
REIMBURSABLE NOTES /

- 1 / "Deliverables" include narratives, specification books, and drawings for SD, DD, and CD phases
- 2 / Reimbursables include in-house printing (8.5"x11", 11" x 17"), plotting (15"x21", 30"x42"), postage + express mail costs
- 3 / Printing costs:
 - a / 8.5x11 black/white: \$0.10 each
 - b / 8.5x11 color: \$0.50 each
 - c / 11x17 black/white: \$0.25 each
 - d / 11x17 color: \$1.00 each
 - e / prints (black/white): \$3.50 each
 - f / prints (color): \$20.00 each
 - g / discounts for off-site printing of deliverable sets: tbd
- 4 / Water Technology (WTI) travel includes airfare, car rental, fuel, hotel and meals for three trips
- 5 / Reimbursable costs are estimates based on similar projects and line items may vary. Reimbursables are not-to-exceed total of \$26,900



HOURLY RATES /

principals	\$275-\$325
associates	\$150 - \$250
project managers	\$145 - \$205
designers / project architects	\$100 - \$205
architectural professionals	\$80 - \$145
interior designers	\$95 - \$150
illustrators	\$100 - \$150
support staff	\$60 - \$90



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

ATTACHMENT D NOTES /

Neumann/Smith Architecture is signing this document with the qualification that future edits of any kind will require further review and initials.



ConsensusDocs®
BUILDING A BETTER WAY

ConsensusDocs® 240

STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL



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Red Boxes: Instructions for fields that are typically required to complete contract.
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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 CONTENT SECURE ID: 20DBDD79-4FD2

ConsensusDocs® 240
STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. DESIGN PROFESSIONAL'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. TIME
6. COMPENSATION AND PAYMENTS
7. INDEMNITY AND INSURANCE
8. TERMINATION
9. DISPUTE MITIGATION AND RESOLUTION
10. MISCELLANEOUS

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 (\$[])
<u>Construction Phase</u>	[] 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: Neumann/Smith Architecture

BY: Gene Carroll NAME: Gene Carroll TITLE: Executive Vice President

WITNESS: Steve Gedert NAME: Steve Gedert TITLE: Principal

END OF DOCUMENT.



Reviewer	Inform Studio	McIntosh Poris	Neumann Smith
Staff Committee			
Jana Ecker	77	79	90
Melissa Fairbairn	75	70	80
Mark Clemence	80	78	86
Mary Kucharek	84	84	92
Brian Deming	70	80	94
Nick Dupuis	93	88	93
TOTAL:	479	479	535
Ad Hoc Senior/Recreation Center Committee			
Dan Share	86	88	96
Clinton Baller	100	100	100
Anthony Long	87	83	97
Cris Braun	73	79	92
Kelly Stubbe	95	87	94
Pam Graham	80	55	90
Jason Emerine	88	89	98
Bert Koseck			
Don Rogers	85	80	100
TOTAL:	694	661	767
AVERAGE:	586	570	651

Design Firm (alphabetical)	Inform Studio	McIntosh Poris	Neumann Smith
Criteria 1: Experience proj similar nature size and scope (25 pts)	15	18	24
Demonstrates understanding of the goals and objectives of the project and Concept	y	y	y
Specifically address challenges and opportunities and how exp. Qualifies	n	y	y
No. of Relevant Projects - Nature - Senior/Comm Rec	2/3	2/3	3/3
No. of Relevant Projects - Size - 45k SF	1/3	2/3	3/3
No. of Relevant Projects - Scope -New	3/3	2/3	3/3
Demonstrate sustainable and universal accessibility, Int Design, Life Cycle Cost	y	y	y
Summarize why the COB should select your firm for project	y	y	y
Criteria 2: Project Team, Organization and Structure (25 pts)	17	20	22
Provides description of team that will be responsible, Org Chart	y	y	y
Team experience on relative projects	1/3	1/3	2/3
Resumes and references for all key team members	y	y	y
Team members worked together on relevant projects	n	y	y
Engineering firm: inhouse (i) or consultant (c)	c	c	c
Number of Consultants	7	9	5
Team member LEED/Accessible Design	y	y	y
Team member availability for Project Schedule	y	y	y
Criteria 3: Detailed Description of Project Approach and Work Plan (25 pts)	18	22	24
Provide detailed work plan for the delivery of all AE responsibilities by narrative	y	y	y
Graphical schedule of all activities	y	y	y
All min requirements listed pgs 6-8 of RFQ	y	y	y
Interaction with the city	y	y	y
Anticipated dates for deliverables with review periods	y	y	y
Public Engagement process and dates of input points	y	y	y
Criteria 4: Financial Proposal (25 pts)	20	20	24
Fixed price fee to provide all design services	y	y	y
Review of Schematic Design fee	2nd	3rd	1st
Breakout of fee by discipline	y	y	y
Included site survey	y	y	y
Reimbursable expenses	y	y	y
Labor rate schedule	y	y	y
Any other recommended services	y	no	no
Totals	70	80	94

Fee Breakdown

Schematic Design	\$ 391,622	\$ 416,673	\$ 354,200
Design Development	\$ 459,883	\$ 490,242	\$ 354,200
Construction Documents	\$ 600,938	\$ 716,276	\$ 619,850
Contract Administration	\$ 507,556	\$ 398,309	\$ 442,750
Post Occupancy	\$ -	\$ 18,500	\$ -
Subtotal	\$ 1,959,999	\$ 2,040,000	\$ 1,771,000
	% of \$24M		
Design Phase Reimb	\$ 16,950	\$ 52,000	\$ 15,400
Const Phase Reimb	\$ 15,500	\$ 19,000	\$ 11,500
Total	\$ 1,992,449	\$ 2,111,000	\$ 1,797,900

Civil Engineering	\$ 137,000	\$ 243,700	\$ 126,000
Architectural Design	\$ 1,040,280	\$ 1,014,174	\$ 1,038,200
Interior Design	\$ 65,619	incl	above
MEP & Fire Protection Engineering	\$ 346,000	\$ 267,026	\$ 370,000
Landscape Design	\$ 19,000	\$ 78,900	\$ 55,000
Security Design	\$ 5,500	\$ 25,602	incl
FFE Design	incl	incl	n/a
Food Service	\$ 10,300	\$ 12,640	n/a
Pool Consultant	\$ 93,800	\$ 97,000	\$ 93,800
Structural Engineering	\$ 120,000	\$ 123,358	\$ 75,000
LEED Design Admin	\$ 40,000	\$ 67,600	incl
Audiovisual Design	\$ 82,500	\$ -	incl
Survey	incl	incl	\$ 13,000
Acoustic Consulting/Noise Study		\$ 32,000	n/a
Lighting Design		\$ 62,000	n/a
Specifications		\$ 16,000	n/a
Total	\$ 1,959,999	\$ 2,040,000	\$ 1,771,000

Differential from low	\$ 188,999	\$ 269,000	Low
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Alex Bingham <abingham@bhamgov.org>

Fwd: Speed mitigation measures on Shirley and Arlington

1 message

Jana Ecker <Jecker@bhamgov.org>

Tue, Nov 26, 2024 at 11:24 AM

To: Alex Bingham <abingham@bhamgov.org>, Brooks Cowan <bcowan@bhamgov.org>, Melissa Coatta <mcoatta@bhamgov.org>, "Kearney, Ryan" <RKearney@bhamgov.org>, Scott Grewe <sgrewe@bhamgov.org>

Please share with the CC and MMTB in their next agenda packets. Thanks,

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

----- Forwarded message -----

From: **Therese Longe** <tlonge@bhamgov.org>

Date: Mon, Nov 25, 2024 at 4:05 PM

Subject: Fwd: Speed mitigation measures on Shirley and Arlington

To: Jana Ecker <Jecker@bhamgov.org>

----- Forwarded message -----

From: **Joe Durham** <joemdurham@gmail.com>

Date: Fri, Nov 22, 2024 at 8:54 PM

Subject: Speed mitigation measures on Shirley and Arlington

To: <tlonge@bhamgov.org>, <cballer@bhamgov.org>, <kschafer@bhamgov.org>, <ahaig@bhamgov.org>, Brad Host <bhost@bhamgov.org>, <along@bhamgov.org>

Cc: Christine Colman <christinetobiascolman@gmail.com>, David Colman <david.colman@rocorealestate.com>, Gretchen Gonzales Davidson <ggdavidson444@gmail.com>, Sarah Ford (sarahford616@gmail.com) <SarahFord616@gmail.com>, Calvin F <calvinford1@gmail.com>, Vanessa <Vanessar626@yahoo.com>, Charles Schwartz <cschwartz14@mac.com>, <csosnick14@mac.com>

Dear City Commission,

We are reaching out to request the installation of effective speed mitigation measures on Shirley and Arlington Roads, especially in light of the recent street improvement project. Residents are concerned that the existing issues with speeding and cut-through traffic—particularly on the north section of Arlington and the south section of Shirley—may escalate due to the enhancements.

To clarify, our concerns go beyond average speeds or the commonly referenced 85th percentile; our community is troubled by individual motorists who, by driving at excessive speeds (often reaching 45 MPH), pose a serious risk to the safety and peace of our neighborhood. Even one vehicle speeding down our street at that rate is one too many.

We believe both immediate, temporary solutions and longer-term, permanent measures are necessary to effectively address these safety concerns. We ask that the city consider the following:

- **Enhanced enforcement** that would establish a consistent presence, reminding drivers that our neighborhood is not a thoroughfare.
- **Additional speed limit signs** and **signage encouraging reduced speeds** to improve driver awareness.
- **Speed boards** to alert drivers in real-time to their speed, serving as a visible deterrent.
- **Speed humps or tables** to slow down traffic effectively without detracting from the improved flow.
- **Landscaped islands** at key intersections, which could both beautify the area and encourage drivers to approach with caution.

- **Landscaped bumpouts** throughout the streets, creating a visually narrower roadway and offering a safe haven for pedestrians who, currently, must walk in the street.

Our goal is to protect the safety and livability of our neighborhood. Please note--there is a deaf 5 year old on the street with extremely limited ability to locate sound. We are eager to work with you to create a street environment that prioritizes pedestrian safety and responsible driving.

Thank you for your attention and consideration. The content of this email is fully supported by the following residents of Arlington / Shirley:

- Christine Colman
- David Colman
- Gretchen Davidson
- Ethan Davidson
- Sarah Ford
- Calvin Ford
- Vanessa Durham
- Joe Durham
- Catherine Schwartz
- Charles Schwartz

Sincerely,

Joe Durham



NOTICE OF INTENTION TO APPOINT TO PUBLIC ARTS BOARD

At the regular meeting of Monday, January 27, 2025 the Birmingham City Commission intends to appoint two regular members to the Public Arts Board to serve three-year terms to expire January 28, 2028 and one alternate member to serve a three-year term to expire January 28, 2028.

In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.

The objectives of the Public Arts Board are to enrich the City's civic and cultural heritage; to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors; and to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

Interested citizens may apply for this position by submitting an application available from the City Clerk's office. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, January 22, 2025. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall, in so far as possible, represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. Residents of the City of Birmingham.	1/22/2025	1/27/2025

All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.



December 2, 2024

The Honorable Mallory McMorrow
Suite 6100, Binsfeld Office Building
Lansing, MI 48933

Dear Senator McMorrow,

The City of Birmingham urges your support for Senate Bill 660, the Stormwater Management Utility Act. This legislation provides local governments with a clear, legally sound framework to establish and fund stormwater management utilities, aiming to address both infrastructure needs and community concerns.

Stormwater management is a pressing issue for Michigan communities. Without the legal structure provided by SB 660, existing stormwater utilities operate under uncertainty, possibly exposing communities to lawsuits and liability, such as the City of Birmingham experienced in 2014. This bill aims to address these challenges while providing an optional process for local governments to create stormwater utilities through a defined ordinance. This legislation does not mandate new utilities, but it empowers local elected officials to make the best decisions for their communities.

The Stormwater Management Utility Act offers numerous benefits for Michigan communities. By providing a clear legal framework, the legislation empowers local governments to reduce flooding risks, prevent basement backups, and protect residential and business properties, resulting in lower insurance costs for property owners. Additionally, this bill would align Michigan with neighboring states like Ohio, Indiana, and Wisconsin, which have implemented similar legislation.

The City of Birmingham is committed to ensuring the safety and well-being of our residents and businesses while maintaining fiscal responsibility. We respectfully ask for your support of SB 660 and encourage your colleagues in the Senate to support the bill as well.

Thank you for your attention to this matter and for your commitment to supporting Michigan's communities.

Sincerely,

Jana Ecker
City Manager
City of Birmingham
jecker@bhamgov.org

Melissa Coatta
City Engineer
City of Birmingham
mcoatta@bhamgov.org

Nicholas Dupuis
Planning Director
City of Birmingham
ndupuis@bhamgov.org

151 Martin Street • P.O. Box 3001 • Birmingham, MI 48012-3001
(248) 530-1800 • Fax (248) 530-1080 • www.bhamgov.org

INFORMATION ONLY



December 2, 2024

The Honorable Gretchen Whitmer
Governor of Michigan
P.O. Box 30013
Lansing, MI 48909

Subject: Urging Support for House Bills 4274 and 4275 – Revenue Sharing Trust Fund

Dear Governor Whitmer,

Communities across Michigan are the places where our residents call home, where businesses thrive, and where tourists enjoy visiting. These communities are responsible for making sure our roads and bridges are in good condition and our water is safe to drink. Communities are the host of gatherings and celebrations and serve to protect us in times of need. Leaders at the local level are on the front lines of solving problems, building relationships, and ensuring Michigan's success.

These things are made possible through stable and predictable investments in local government. The Revenue Sharing Trust Fund, which would be created in House Bills 4274 and 4275, protects vital resources and helps provide critical local services that are relied on daily. This legislation needs your support.

At the local level, we are serious about solving problems. By supporting this legislation, our shared priorities of high-quality infrastructure, robust economic development, attainable housing, and thriving communities can be a reality if we work together to make Michigan a better state to live, work, and invest.

Having great places is worth fighting for. Our residents demand it, and our future success depends on it. This lame duck, we request that you express your support for communities by advocating for the Revenue Sharing Trust Fund and urging the Michigan Legislature to place House Bills 4274 and 4275 on your desk for signature.

Respectfully,

Jana Ecker
City Manager
City of Birmingham

151 Martin Street • P.O. Box 3001 • Birmingham, MI 48012-3001
(248) 530-1800 • Fax (248) 530-1080 • www.bhamgov.org

INFORMATION ONLY

CHARTER TOWNSHIP OF BLOOMFIELD

NOTICE OF PUBLIC HEARING

ZONING BOARD OF APPEALS

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing at the Bloomfield Township Hall, 4200 Telegraph Road, on **TUESDAY, DECEMBER 10, 2024 at 7:00 P.M.** to consider the following appeal:

Seeking approval to replace a front porch, encroaching 7 feet into the required 40 ft. front yard setback, and expanding an existing nonconforming structure, Section 24 Charing Cross Estates Lot 44. The Code of the Charter Township of Bloomfield, Section 42-7.12, states that a non-conforming structure may not be enlarged or altered in a way which increases its nonconformity. The Code of the Charter Township of Bloomfield, Section 42-3.1, requires a minimum forty (40) ft. front yard setback in a single-family residential zone district. **(J. Vogel, 5051 Kensington Rd., 19-24-251-013)**

Described as: Section 24 Charing Cross Estates Lot 44

Sidwell No: 19-24-251-013

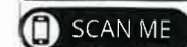
*Patricia Voelker, Director
Planning, Building and Ordinance*

Complete copies of the appeals can be viewed at the Township Hall during regular business hours in the Planning, Building, and Ordinance Department, from 7:00 a.m. to 5:30 p.m., Monday through Thursday. Comments may be provided at the public hearing or by writing to: Bloomfield Township Planning, Building, and Ordinance Department, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729 or via email to zba-publiccomment@bloomfieldtwp.org

To view the meeting live, go to Comcast Channel 15 or AT&T Channel 99 or via the internet: [Bloomfield Twp., MI – Public Meetings](#)



To view the Zoning Board of Appeals packet posted on Documents on Demand by the end of business **Thursday, December 5th** you can use the QR code to the right.



NOTE: The Charter Township of Bloomfield will provide necessary, reasonable auxiliary aids and services at all meetings to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Bloomfield Township Planning Division by writing or calling the following: Planning Division, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729.

Dated: November 25, 2024

INFORMATION ONLY

CLERKS OFFICE

RECEIVED

NOV 25 2024
3:56 PM

CHARTER TOWNSHIP OF BLOOMFIELD

NOTICE OF PUBLIC HEARING

ZONING BOARD OF APPEALS

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing at the Bloomfield Township Hall, 4200 Telegraph Road, on **TUESDAY, DECEMBER 10, 2024 at 7:00 P.M.** to consider the following appeal:

Seeking approval to allow for Dandelion Kids, a new occupant in the Cranbrook Maple Shopping Center at 2519 W. Maple Road, located on the south side of Maple Road, west of S. Cranbrook Road, to sell secondhand goods, a regulated use, within 200 ft. of a residential zoning district, Section 34 Amd Plat of Lots 1089 thru 1094. The Code of the Charter Township of Bloomfield, Section 42-4.39 identifies a secondhand dealer as a regulated use, and states that no regulated use may be located within seven hundred fifty (750) feet of any residential zoning district, school property, church, public park, or other use which is primarily oriented to youth activities and shall require the review and approval of the Zoning Board of Appeals. **(Dandelion Kids/Maple Cranbrook Stores, 2519 W. Maple Rd., 19-34-229-018)**

Described as: Section 34 Amd Plat of Lots 1089 thru 1094

Sidwell No: 19-34-229-018

*Patricia Voelker, Director
Planning, Building and Ordinance*

Complete copies of the appeals can be viewed at the Township Hall during regular business hours in the Planning, Building, and Ordinance Department, from 7:00 a.m. to 5:30 p.m., Monday through Thursday. Comments may be provided at the public hearing or by writing to: Bloomfield Township Planning, Building, and Ordinance Department, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729 or via email to zba-publiccomment@bloomfieldtwp.org

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Dated: November 25, 2024

INFORMATION ONLY

CLERK'S OFFICE

RECEIVED

NOV 25 2024
3:56 PM

CHARTER TOWNSHIP OF BLOOMFIELD

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ZONING BOARD OF APPEALS

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing at the Bloomfield Township Hall, 4200 Telegraph Road, on **TUESDAY, DECEMBER 10, 2024 at 7:00 P.M.** to consider the following appeal:

Seeking approval for a ground mounted mechanical unit, an air conditioner unit, located in the front yard, Section 26 & 27 Judson Bradway's Bloomfield Village Lots 283 to 289 Incl Also That Part of Vacated Cranbrook Rd. The Code of the Charter Township of Bloomfield, Section 42-5.17, states that ground mounted mechanical units in nonresidential districts shall be located immediately adjacent to the main building intended to be served and in all instances be placed in a rear yard when side yards are less than twenty (20) feet in width. They shall be screened from view through the use of materials identical to those used in the building at least the height of the equipment and at the point of placement of the equipment, or obscured from public view by evergreen plant material at least the height of the equipment and located at the point of placement. (**Superior National Bank, 2500 W. Maple Rd., 19-27-479-019**).

Described as: Section 26 & 27 Judson Bradway's Bloomfield Village Lots 283 to 289 Incl Also
That Part of Vacated Cranbrook Rd.

Sidwell No: 19-27-479-019

*Patricia Voelker, Director
Planning, Building and Ordinance*

Complete copies of the appeals can be viewed at the Township Hall during regular business hours in the Planning, Building, and Ordinance Department, from 7:00 a.m. to 5:30 p.m., Monday through Thursday. Comments may be provided at the public hearing or by writing to: Bloomfield Township Planning, Building, and Ordinance Department, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729 or via email to zba-publiccomment@bloomfieldtwp.org

To view the meeting live, go to Comcast Channel 15 or AT&T Channel 99 or via the internet: [Bloomfield Twp., MI – Public Meetings](#)

To view the Zoning Board of Appeals packet posted on Documents on Demand by the end of business **Thursday, December 5th** you can use the QR code to the right.



NOTE: The Charter Township of Bloomfield will provide necessary, reasonable auxiliary aids and services at all meetings to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Bloomfield Township Planning Division by writing or calling the following: Planning Division, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729.

Dated: November 25, 2024

INFORMATION ONLY

CLERKS OFFICE

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