

**BIRMINGHAM CITY COMMISSION &
PLANNING BOARD
JOINT MEETING AGENDA
OCTOBER 21, 2024
DEPARTMENT OF PUBLIC WORKS
851 S. ETON
7:30 P.M.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Elaine McLain, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

III. PUBLIC COMMENT

The City of Birmingham welcomes public comment limited at the Mayor's discretion to allow for an efficient meeting. The Commission will not participate in a question and answer session and will take no action on any item not appearing on the posted agenda. The public can also speak to agenda items as they occur when the presiding officer opens the floor to the public. When recognized by the presiding officer, state your name for the record, and direct all comments or questions to the presiding officer.

IV. DISCUSSION TOPICS

- A. Triangle District Additional Bonus Height Provisions
- B. The Birmingham Plan 2040

V. COMMUNICATIONS

VI. 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 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



MEMORANDUM

Planning Division

DATE: October 15, 2024

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Planning Board & City Commission Joint Meeting – October 2024

1. Triangle District Additional Bonus Height Provisions

As development applications have increased in the current Triangle District of Birmingham, the Planning Board has expressed concerns over many of the provisions available to developers to obtain valuable bonus stories.

Ultimately, the Planning Board determined that there was short term need to improve certain bonus height provisions ("phase 1"), but also a long term need to revisit several of the basic tenets of the 5 bonus height provisions available to developers as it relates to what the City envisions in the Triangle District ("phase 2").

Phase 1 focused heavily on the mixed-use provision that originally provided an opportunity for additional bonus height for providing an undefined amount of commercial use in a development which resulted in a fairly lopsided benefit leaving the City with less commercial activity that may have been anticipated when the original ordinance language was drafted. In addition to the mixed-use provision, members of the Planning Board expressed concerns over the LEED certification provision citing its relative ease and the difficulty in enforcing certification, which often comes months after a building is finished. Finally, due to the challenges, cost, and logistics that the City faces in constructing a public parking deck in the Triangle District, the opportunity to provide a payment-in-lieu of public parking was removed. In addressing these short term issues, the Planning Board feels as though the opportunity for a meaningful and impactful public benefit in return for additional bonus height can be realized in the short term.

Phase 2 of this study, however, intends to take a much deeper dive into the provisions for additional bonus height and the broader purpose of incentive zoning, as well as a review of the City's current goals and master plans to develop a list of provisions that is relevant,

achievable, and can provide an appropriate balance between development and public benefits. To that end, the Planning Board has developed a broad list of approaches that it would like to consider, which includes (but is not limited to) the following:

- Public Parking
 - Providing on site or off site public parking.
- Sustainability
 - Requiring green roofs, solar panels, stormwater retention, or other sustainable/low impact development options.
- Transit Access
 - Setting aside space in developments for enhanced transit stops or other public transit supportive amenities
- Affordable/Attainable/Moderately Priced Housing
 - Requiring a percentage of units in a development that are sized and/or priced to a specified/defined range.
- Public Amenity
 - Requiring carve outs for public parks or public space as a part of developments or payments into a community fund for the same.
- Urban Design
 - Requiring enhanced urban design features to enhance streetscapes and improve conditions for pedestrians.
- Mixed-Use
 - Require ground-floor commercial uses at an appropriate ratio.
- Transfer of Development Rights
 - Enabling flexibility in development to open up opportunities for public projects or historic preservation.

Question:

- Does the City Commission support the above subjects of study as they relate to additional bonus height in the area currently known as the Triangle District?

2. The Birmingham Plan 2040

On July 8, 2024 ([Agenda](#) – [Minutes](#)), the City Commission moved to adopt a resolution to assign each prioritization matrix developed from the recommendations from the [Birmingham Plan 2040](#) to the corresponding board/commission. In addition, the City Commission authorized the Planning Board to provide oversight of the prioritization matrices, with the understanding that the Planning Board would provide annual updates to the City Commission of progress and any changes.

As the Planning Board embarks on the implementation and oversight of the 2040 Plan through these matrices, there have been discussions over many of the recommendations calling for planning projects that may involve consultants or other outside help that will need to be funded.

In addition, the Planning Board has recently become more involved with the development of the newly acquired property at 400 E. Lincoln. As expressed in previous joint meetings, the Planning Board feels it should be more involved in the development of public projects, and is working towards establishing policy to continue the tradition of constructing Birmingham's civic buildings and parks as iconic structures and landscapes to the highest

standards and at a civic scale, as is recommended in the 2040 Plan. As the 400 E. Lincoln project moves forward, the Planning Board would like to provide some short-term guidelines that it feels are appropriate for this site while the framework of a broader policy is developed over the next year or so.

Questions:

- How does the City Commission wish to approach the recommendations from the 2040 Plan that require funding?
- Would the City Commission be supportive of engaging in at least one major consultant-driven project a year that requires funding (examples – Zoning Ordinance Update, new plans, parking studies etc.)?
- Does the City Commission find a short term and long term approach to the public project review policy/guideline appropriate at this time?



JOINT MEETING

Planning Board & City Commission

October 21, 2024

Triangle District Bonus Height Provisions

- Public Parking
- Sustainability
- Transit Access
- Affordable/Attainable/Moderately Priced Housing
- Public Amenity
- Urban Design
- Mixed-Use
- Transfer of Development Rights

An aerial, slightly angled view of a city street grid. The streets are light gray, and the buildings are in various shades of blue, gray, and white. There are green trees scattered throughout the blocks. The overall tone is muted and artistic.

The Birmingham Plan 2040

- Zoning Ordinance Update
 - Woodward Safety & Beautification Plan
 - Woodward Gateways Plan
 - Haynes Square Plan
-
- Public Projects – Short Term
 - Public Projects – Long Term



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

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

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

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

Submitted to Qualified Bidders: Thursday, October 31, 2024

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

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

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

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INTRODUCTION

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

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

PROJECT BACKGROUND

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

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

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

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

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 53,000 square feet in size and will not exceed \$24M in construction cost. Reference documents including early programming and cost estimates as well as City Commission minutes and reports are listed in Attachment A.

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/regis/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

- Refine design concept and develop functional space plans.
- Conduct an open house to engage the public and seek design input.
- 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.
- Prepare Schematic Design Documents ("SD") for the building to include floor plans, elevations, outline specification, descriptions, calculations, exterior materials and

typical finishes.

- e. Provide conceptual design and performance specifications for mechanical, electrical, plumbing, fire protection, voice/data and landscape design.
- f. Develop a site plan showing relationships to the park and neighborhood. Include review of Zoning Ordinance and identify areas of non-conformance.
- g. 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.
- h. 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.
- i. 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 to 53,000 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 March 2025. Construction is scheduled to start in December 2025 with substantial completion by March 2027.

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

Anticipated Submittal & Review Process

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

Target Date

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

TERMS AND CONDITIONS

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

SUBMISSION PROCEDURE

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

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

Submittals should be firmly sealed in an envelope, which shall be clearly marked on the outside,

"Request for Proposal – Senior/Recreation Center Project". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one submittal provided each proposal meets the functional requirements of this RFP.

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

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

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

ATTACHMENT A: Reference Materials

1. Draft Conceptual Design, Building Assessment, Programming Information and Estimates
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>

ATTACHMENT B:
Design Deliverables

DRAFT

Design Phase Deliverables Document Requirements

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

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

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

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

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

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

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

ATTACHMENT C: Fee Proposal

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

RFP Total Proposal Amount:

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

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

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

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

Company Name:
Signature:
Name:
Title:
Date:

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

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

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

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

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

[illegible]

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

DRAFT



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STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL



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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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ConsensusDocs® 240
STANDARD AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

TABLE OF ARTICLES

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ARTICLE 1 AGREEMENT

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

OWNER, []

and the

DESIGN PROFESSIONAL, []

Tax identification number (TIN) []

License Identification for the state of the Project []

for services in connection with the following

PROJECT []

ARTICLE 2 GENERAL PROVISIONS

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

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



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.



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.



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.



3.3.11 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;



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



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

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

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

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

6.2 ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

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

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

6.3 PAYMENTS

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

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

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

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

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



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



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



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.



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)
4/24 - SCC	Finalize RFQ for architects to qualify for final design and construction plan preparation
4/25 - Post RFQ for Architects	Post RFQ on MITN for architects to qualify for final design and construction plan preparation (due 5/16)
4/26 - Report	Delivery of Needs Assessment Report
4/29 - Open House	- Conduct community open house at YMCA (6-8pm) - Present findings of Community Survey
5/1 - SCC	- Review community survey & open house public input - Review Needs Assessment Report
5/8 - SCC	Final review and recommendation of Needs Assessment Report to City Commission
5/10 - OR Responses	Responses due from RFP for owner's representative
5/15 - SCC	- Review and evaluate proposals for owner's representative - Recommend preferred owner's representative to City Commission
5/16 - RFQ Responses	Responses due from RFQ for architects
5/20 - CC	- Needs Assessment Report presented to City Commission for approval - 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

10/30 – SCC	• Final review of RFP for final design and construction plan preparation
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
1/8/25 - SCC	• Continue design discussion • Post RFP for Construction Manager(due 2/8)
1/20/25 - CC	• Approve Bond Language (May Vote)
1/22/25 - SCC	• Continue design discussion
2/8/25	• CM 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 SD Budget
3/5/25 - SCC	Continue Schematic Design review
3/10/25 - CC	Present SD progress and Renderings for review
3/26/25 -SCC	Review Schematic Design Budget
4/7/25 -CC	Schematic Design and Budget Estimate to CC for comments
May 2025	Bond Vote
5/7/25 - SCC	Review CC comments with AE and CM, start Design Development
5/21/25 – SCC	Continue DD 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