



AD HOC SENIOR/RECREATION CENTER COMMITTEE AMENDED AGENDA

MAY 15, 2024

3:00 PM

CITY COMMISSION ROOM

151 MARTIN STREET, BIRMINGHAM

<https://bhamgov-org.zoom.us/j/81985761455>

A. Introductions

| | |
|---------------------------|---------------------|
| Elaine McLain, Vice-Chair | City Commissioner |
| Anthony Long | City Commissioner |
| Dan Share, Chair | Planning Board |
| Pam Graham | Parks & Rec Board |
| Cris Braun | Next Representative |
| Kelly Stubbe | YMCA Representative |
| Bert Koseck | Architect |
| Donald Rogers | Contractor |
| Jason Emerine | Engineer |

B. Approval of the meeting minutes of May 1, 2024

C. Presentation by NORR of Updated Needs Assessment Report

D. Review and evaluate Proposals for Owner's Representatives

- Detroit Expediting and Development Group, Southfield, MI
- Edge Design Associates, Ann Arbor, MI
- Kramer Management Group, Lansing, MI
- Miller Diversified, Maumee, OH
- Plante Moran Realpoint, Southfield, MI

E. Miscellaneous Communications

F. Meeting Open to the Public for items not on the Agenda

Notice: Due to Building Security, public entrance during non-business hours is through the Police Department—Pierce St. Entrance only. Individuals with disabilities requiring assistance to enter the building should request aid via the intercom system at the parking lot entrance gate on Henrietta St.

Persons with disabilities that may require assistance for effective participation in this public meeting should contact the City Clerk's Office at the number (248) 530-1880, or (248) 644-3405 (for the hearing impaired) at least one day before the meeting to request help in mobility, visual, hearing, or other assistance.

Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública deben ponerse en contacto con la oficina del escribano de la ciudad en el número (248) 530-1800 o al (248) 644-5115 (para personas con discapacidad auditiva) un día antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964).

City Of Birmingham
Regular Meeting Of The Ad Hoc Senior/Recreation Center Committee
May 1, 2024

City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Ad Hoc Senior/Recreation Center Committee (SCC) held on May 1, 2024. The meeting was convened at 3:00 p.m.

A. Roll Call

Present: Cris Braun, Pam Graham, Bert Koseck, Anthony Long (arrived 3:15pm), Elaine McLain, Donald Rogers, Dan Share, Kelly Stubbe

Absent: Jason Emerine

Staff: City Manager Ecker; Assistant City Manager Fairbairn, City Attorney Kucharek

B. Approval of minutes from April 24, 2024

MOTION: Motion by Ms. McLain, seconded by Mr. Rogers:
To approve the April 24, 2024 meeting minutes.

VOICE VOTE: Ayes, Braun, Graham, Koseck, McLain, Rogers, Share, Stubbe

Nays, None

C. Update from NORR

Dan Schneider of NORR presented the update. Staff and Mr. Schneider answered informational questions from the SCC.

SCC members' comments were as follows:

- There was a significant turnout and significant public engagement at the open house.
- It will be necessary to understand:
 - What programming Next currently has and what square footage is required to support that programming;
 - What programming Next desires for the future and what square footage would be required to support that programming;
 - What programming the YMCA will desire and what square footage would be required to support that programming; and,
 - What square footage will be required to support the Parks and Recreation offices.
- It would then be helpful to ask the public what programming or space was lacking or what programming or space should be removed.

D. Review Community Survey and Open House Public Input

Staff provided information regarding the topic.

SCC members' comments were as follows:

- When presenting the survey findings, attention to user-friendliness will be important.
- Pickleball was not included in the list of potential priority programming, which will likely skew the results for that question. People who take surveys via Engage Birmingham should be advised that their name and answers become a matter of the public record.
- The graphic breakdown for question seven of the online surveys was very informative. When the information from the online and paper surveys are combined, using a graph like the one used for question seven would be beneficial.
- It would be helpful to understand how different demographics of survey respondents prioritized different programming options.
- Indoor fitness equipment, lifelong learning, and a pool were some of the largest priorities selected by survey respondents. A track, vending machines, and well-lit parking were also frequently mentioned.
- Members of Next should feel confident that the SCC will remain aware that the facility was purchased in order to provide a space for Next, while also remaining aware of the need to clarify what other programming will be offered in the building.
- The way these changes might impact people's personal finances was mentioned as important by a number of survey respondents.
- CM Ecker or someone similar would likely be best positioned provide the introduction at the upcoming community engagement session.
- Birmingham is an anomaly in that a 501(c)3 is its senior services provider, as opposed to some other municipalities that provide senior services directly. It will be essential to clarify in all communications that the building was purchased in order to provide Next a facility, and not to make the City a provider of senior services.
- It would be helpful to ascertain whether those interested in the pool are more interested in laps, water aerobics, or other activities because the size of the pool required for those activities are different.
- The facility should remain adaptable in order to accommodate potential future uses.
- This process remains a multivariate analysis at this point, and refinement and clarification will occur as gradually as the process continues. The SCC would benefit from the community's continued engagement as well as its continued patience during this process. This process represents a creative effort to engage in a public-private partnership that aims to deliver a social good. Despite the challenges inherent in this process, the aim is to do the best for all partners in the process with the available resources.

Public Comment

Marsha Wilkinson commented regarding the survey and the upcoming community engagement session.

Gordon Rinschler commented regarding the open house and the need to clarify the relationship between Next and the City in regards to the facility.

Linda Barclay commented regarding the open house, soliciting feedback from the public, and a desire to see Next's programming needs prioritized.

The Chair encouraged those present to spread the word and to attend the upcoming community engagement session on May 22, 2024 at Next.

E. Review of Facility Condition Assessment submitted by NORR on April 28, 2024

The Chair provided brief introductory comment.

SCC members' comments were as follows:

- At the open house there seemed to be less sentimental attachment to the YMCA building than might have been expected.
- A high-level summary with graphics of the status of different parts of the building such as power, parking, and structure would be useful for the beginning of this report.
- The subcontractors' findings should be included in this report.
- It will be important to know where aspects of the building would not be ADA-compliant.
- Some people expressed concerns after the open house that the building's present interior could be challenging for an aging population. It may be possible to re-construct aspects of the interior in order to mitigate those challenges.
- It would be useful to receive a high-level assessment of how the present building does not comply with current zoning. Making efforts towards zoning compliance would be worthwhile.
- It would be useful to have a comparison between Midvale's current footprint space and the current footprint space at 400 E. Lincoln. It would be helpful if the floor plans for Midvale and 400 E. Lincoln had similar aspects, like restrooms, color-coded similarly for ease of comparison.

F. Miscellaneous Communications

CM Ecker provided an update regarding an appropriations request for the project from the federal government.

G. Meeting Open to the Public for items not on the Agenda

Mr. Rinschler commented further regarding the relationship between the City, Next, and the YMCA.

Mike Clift supported the pool being jointly supported by Next and the YMCA and commented regarding the survey.

Parrish Underwood, President and CEO of the YMCA of Metropolitan Detroit, commented regarding the YMCA's partnership in this process.

No further business being evident, the meeting was adjourned at 4:29 p.m.

Jana Ecker, City Manager



Laura Eichenhorn, City Transcriptionist

| Firm Name | Location | Contract as Requested | Base Bid | Alternate Bid |
|--|-----------------|------------------------------|-----------------|----------------------|
| Detroit Expediting and Development Group | Southfield, MI | Signed contract | \$65,100 | \$219,100 |
| Edge Design Associates | Ann Arbor, MI | Typed name only | \$587,165 | \$587,165 |
| Kramer Management Group | Lansing, MI | Signed contract | \$625,500 | \$625,500 |
| Miller Diversified | Maumee, OH | Signed contract | \$152,540 | \$152,540 |
| Plante Moran Realpoint | Southfield, MI | None | \$330,000+ | \$762,000 |

**REQUEST FOR PROPOSALS
OWNER’S REPRESENTATIVE SERVICES**

Sealed proposals endorsed “**Owner’s Representative Services**”, will be received at Birmingham City Hall, ATTN: Jana Ecker, 151 Martin Street, Birmingham, Michigan, 48009; until **Friday, May 10, 2024 at 10:00 am** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms and/or contractors for Owner’s Representative Services to support the potential renovation/expansion or demolition/new build of the building at 400 East Lincoln, currently the Birmingham YMCA building. The project must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at Birmingham City Hall, 151 Martin Street, Birmingham, Michigan.

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 MITN: **Thursday, April 18, 2024**

Deadline for Submissions: **Friday, May 10, 2024 at 10:00 am**

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

**REQUEST FOR PROPOSALS
OWNER’S REPRESENTATIVE SERVICES**

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "the City" and the private firm or person will hereby be referred to as "Contractor." The City is accepting sealed bid proposals from qualified professional firms and/or contractors for Owner's Representative Services to oversee the renovation/expansion or demolition/new build of the existing property located at 400 East Lincoln in the City of Birmingham ("the Project"). This work must be performed as specified, in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (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.

It is anticipated that the selection of a Contractor will be completed by Monday, May 20, 2024. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement attached by the date specified by the City.

BACKGROUND

The City of Birmingham purchased the Birmingham YMCA building, located at 400 East Lincoln, Birmingham MI in June 2023. The City of Birmingham 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 that 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 City, through an RFP, contracted with an architectural firm, NORR, LLC to conduct a needs assessment of the building and provide conceptual designs. 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 will assist the City Commission in determining whether or not the building should be renovated/expanded or demolished to build a new facility.

The City desires to hire a professional owner's representative or team of professionals to serve as an extension of the City to protect the City's interests throughout the development process. The owner's representative would 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 would assist with resolution of any issues that arise. See the scope of work section for a complete list of duties and expectations for the owner's representative.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from contractors presenting their qualifications, capabilities and costs to provide Owner's Representative Services.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Friday, May 10, 2024 at 10:00 am** to:

HAND DELIVERED:

City of Birmingham
ATTN: Jana Ecker, City Manager
151 Martin Street
Birmingham, Michigan 48009

MAILED:

City of Birmingham
ATTN: Jana Ecker, City Manager
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. Also, a digital copy of the proposal must be provided on a thumb drive with the hard copies. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**OWNER'S REPRESENTATIVE SERVICES**". Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the contractor. Contractor may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made via the Michigan Intergovernmental Trade Network (MITN) no later than **Monday, April 29, 2024**. Such request for clarification shall be answered via MITN, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. 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.

EVALUATION PROCEDURE AND CRITERIA

Proposals will be evaluated and ranked by the City's Ad Hoc Senior/Recreation Center Committee (SCC) and City Staff for recommendation to the City Commission (CC). The City of Birmingham reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with contractors. The contractor selected will be chosen on the basis of the apparent greatest value to the City, including but not limited to:

1. Responsiveness to Objectives/Methodology – The contractor shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The SCC and the CC will determine how well the proposed work program benefits/assists the objectives of the City.
2. Price - Cost, value and benefit of services to be provided.
3. Experience and Qualifications – The contractor must have personnel who have experience with the professional services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the Project.
4. Capacity – Enumeration of the contractor's capability to accomplish projects with its present work force. Contractors should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility.
5. Comparable Projects – Provide a list of comparable projects/services (minimum of 5; maximum of 10 public sector clients) that have been successfully completed by your firm within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project.
6. Interview – If selected to move forward, conduct an in-person presentation to the City Commission on May 20, 2024 outlining the proposal and to answer questions.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. 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.
6. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City. Payment will be made within thirty (30) days after invoice.
7. The Contractor will not exceed the timelines established and/or revised by the City for the completion of this project.
8. The successful bidder shall enter into and will execute the agreement as set forth and attached as Attachment A.

SCOPE OF WORK

The City of Birmingham is seeking qualified Contractors to provide Owner's Representative services to support the planning, design and construction of a renovated/expanded/new build senior/recreation center at 400 East Lincoln. The Contractor will serve as the key liaison between the City of Birmingham, NORR, LLC and any future architectural/construction firms contracted by the City to complete the project. It is anticipated that construction will begin in January 2025 and be completed in no more than 18 months. The Contractor should be available to commence performance immediately after the award of the owner's representative services contract by the City Commission. All final decisions and approvals shall rest with the City.

The City is currently in the process of evaluating and assessing the current facility at 400 East Lincoln. The City has contracted with NORR, LLC, an architectural firm to complete the assessment. Once that assessment is complete, the City Commission (CC) will be presented with a recommendation from the Ad Hoc Senior/Recreation Center Committee (SCC) and City staff as to whether the building at 400 East Lincoln should be renovated/expanded or demolished and a new building erected. The Owner's Representative selected as the Contractor will represent the interests of the City and coordinate all project activities, including but not limited to, the following:

A. Project Management and Reporting

The selected Contractor will provide positive ongoing communication between the City and all hired professional consultants and contractors, and assist with the resolution of any issues that arise. The Contractor shall be available for questions and follow up either by email, telephone or via in-person site meetings with City Staff as the circumstances require. The Contractor will be responsible for project management services, including, but not limited to the following:

1. The preparation of a Project Management Plan for approval by the City, including Project team responsibilities, communication and reporting methods and benchmarks, Project procurement strategy, Project management information system protocols, Project parameters, schedule, and budget, and Project accounting procedures;
2. The preparation of written reports to the City as needed, no less than monthly, containing the following information:
 - a. The status of the Project;

- b. A comparison of the Project budget to costs incurred through the date of the report;
 - c. A comparison of the Project schedule to the work actually completed through the date of the report;
 - d. Any revision to the Project schedule or Project budget made during the time period covered by the report;
 - e. A summary of any change orders made during the time period covered by the report;
 - f. A list of all pending change orders and all outstanding issues requiring action or approval by City;
 - g. The status of any governmental requirements and activities required to facilitate approval of the Project; and
 - h. Any other reports concerning the Project as the City may reasonably request, or as deemed necessary by the Contractor.
3. Attendance at all weekly SCC and any CC meetings at which the Project is discussed, and at all internal meetings with City staff regarding the Project; and
 4. Coordinating and/or monitoring meetings as needed with other professional consultants and contractors hired to complete the Project, as needed throughout all phases of the Project.

B. Final Design Oversight, Cost Estimation and Plan Preparation

The selected Contractor will assist and advise the City throughout the design process, including, but not limited to, the following:

1. Reviewing and advising on architects’ or other related consultant’s workplans to ensure there is a cohesive and feasible plan to design the Project within established parameters;
2. Assist with design facilitation on both exterior and interior finishes of the Project, including any building(s), parking, green space and all other exterior structures or amenities;
3. Assist with design facilitation by monitoring and advising the City regarding the progress of the Project, and monitoring and advising the City on compliance with the Project’s vision, goals, objectives, budget and schedule;
4. Evaluate alternative building systems and building products based on performance, availability, design and cost;
5. Compile all cost information for all items associated with the Project;
6. Facilitate design review process, assisting the public, the SCC and the CC to reach consensus on the design of the Project; and
7. Assist with preconstruction facilitation, including conducting constructability reviews, establishing a phasing plan for the Project, and coordinating and monitoring final construction plan preparation.

C. Bidding and Procurement

The selected Contractor will assist and advise the City in its development and implementation of a process to procure profession services related to the Project, including but not limited to the following:

1. Procurement planning;

2. The procurement of all professional service and construction contractors required, including preparation of requests for proposals, requests for qualifications, and/or preparation of bids as needed, and advice and assistance with the selection of all professional service and construction contractors/bidders required, and contract negotiations;
3. Assist the City in planning and coordinating the purchase of building materials and other necessary product purchases; and
4. Assist the City in coordinating and scheduling subcontractors, utilities and other parties as needed to ensure timely completion of Project.

D. Construction Oversight Services

Assist City staff as needed in coordination and logistics to allow construction to proceed without interruption of workflow and to minimize down time. The selected Contractor will provide construction oversight services, which shall include, but are not limited to the following, as reasonably required to complete the project:

1. Assist and advise the team through construction process to meet project objectives;
2. Assist contracted construction vendors in obtaining required approvals and permits. Please note any fees associated with City required permits will be waived;
3. Attend Owner/Architect/Contractor progress meetings;
4. Monitor Request for Information (RFI) logs, shop drawing submittal logs and facilitate issue resolution, if needed;
5. Review and ensure timely receipt of insurance certificates, performance and payment bonds, waivers, sworn statements, and other contractor-required or consultant-required information;
6. Oversee Project cost accounting and budget tracking process;
7. Monitor Project expenditures to ensure that the proposed budget is being met;
8. Monitor contractor's change order tracking and facilitate issue resolution, including an accountability log that will be used for all change orders issued for the project that will indicate the source and cost of any and all change orders (e.g., field condition, City initiated, construction vendor initiated, etc.);
9. Track Project budget including expenses to date versus total budget and remaining Project cost estimates;
10. Review payment applications from all contractors and consultants or other vendors in accordance with contractual arrangements and make recommendations for payment;
11. Assist in evaluating and resolving disputes relating to contract interpretation and requirements;
12. Review change order requests for cost, reason, need and responsibility;
13. Notify the City if Contractor becomes aware that the work of a contractor or consultant is not being performed in accordance with the requirements of the contract documents or industry standards; and
14. Advise the City if Contractor believes the work under a construction contract is substantially complete and coordinate with construction team to prepare of punch list of outstanding items to ensure all items are completed on time and on budget.

E. Project Closeout Services

The selected Contractor will monitor activities of all professional service and construction contractors to ensure they complete their respective contractual obligations. Post construction services typically commence after construction is substantially complete. Contractor will continue to advocate on behalf of the City to ensure the close-out procedures are completed in a timely manner. Activities include, but are not limited to the following, as reasonably required to complete the Project:

1. Prepare close out plan;
2. Assist in creation of punch list of outstanding items for completion;
3. Assist City in creating a checklist and schedule for occupancy by all tenants and/or City personnel;
4. Assist City in resolving and/or completing punch list items;
5. Participate in a final Project walk-through/inspections with all professional service and construction contractors to review compliance with all contract document regarding the quality of finished construction;
6. Assist with coordinating the delivery of warranties and guarantees certificates;
7. Assist with the submittal of release waivers of liens and sworn statements;
8. Assist with the coordination of building systems testing;
9. Assist in obtaining occupancy permit;
10. Monitor delivery of as-built drawings and operational manuals to City;
11. Assist in scheduling of training staff on building systems; and
12. Assist City in obtaining callback services from its contractor for a period at least extending through the correction period.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested within this RFP.
 - a. Executed Agreement (Attachment A)
 - b. Bidder's Agreement (Attachment B)
 - c. Cost Proposal (Attachment C)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - e. Firm Questionnaire (Attachment E)
2. Provide a description of completed projects (preferably projects working with municipalities similar to Birmingham) and other businesses that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the tasks set forth in the Scope of Work.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. Provide a list of sub-contractors and their qualifications, if applicable.

6. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same or similar services included in the Contractor's proposal.
7. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY'S RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts.
2. The City will be accessible to the Contractor during regular business hours as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 18 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 11 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, City shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 10 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 16 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

The selected Contractor agrees to work with the City in accordance with the timeline attached as Attachment F, which may be adjusted by the City as required.

Proposals Due: Friday, May 10, 2024 at 10:00 am

Consultant Selection: Anticipated on Monday, May 20, 2024

ATTACHMENT A:

AGREEMENT OF OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) _____, whose address is _____, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought proposals for an **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** of the building at 400 E. Lincoln; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** posted April 18, 2024, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of three years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all work completed by the Contractor through such date.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days after invoice unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractors role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that

its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

11. STANDARD INSURANCE REQUIREMENTS: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Contactor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

Contractor:

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this

Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated April 18, 2024 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20___, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mark Clemence, Assistant City
Manager (Approved as to substance)

**ATTACHMENT B:
BIDDER'S AGREEMENT
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
BUILD**

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

**PREPARED BY
(Print Name)**

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

**ATTACHMENT C:
COST PROPOSAL
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
BUILD**

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

| COST PROPOSAL | |
|------------------------------------|-------------------|
| ITEM | BID AMOUNT |
| Phase 2 (From Date of Appointment) | \$ |
| Phase 3 | \$ |
| Phase 4 | |
| TOTAL BID AMOUNT | \$ |
| ADDITIONAL BID ITEMS | |
| | \$ |
| | \$ |
| GRAND TOTAL AMOUNT | \$ |

Firm Name _____

Authorized signature _____

Printed Name _____

Date _____

**ATTACHMENT D:
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
BUILD**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

**PREPARED BY
(Print Name)**

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

**ATTACHMENT E:
FIRM QUESTIONNAIRE
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

Please give the following information regarding your proposal:

1. List three (3) Municipal agencies (within the U.S.A.) that you have performed this service for a similar project in the last ten (10) years:

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____

2. List states and categories in which your organization is legally qualified to do business:

3. Answer Yes/No to the following. If "Yes" explain. In the last 5 years, has your company:

- a. Had a contract terminated by a client for cause?
- b. Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of Owner's Representative Services?

4. Does your firm provide other Services besides Owner's Representative Services? If "Yes" Explain what other services you provide and identify the percentage of its business devoted to exclusively Owner Representative Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.

5. Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

6. Describe the firm's method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

7. Describe how the firm stays up-to-date on all construction code, regulatory and other legal requirements related to community buildings.

8. Describe your firm's preferred plan for on-sight observation/supervision of the project.

9. Provide any additional information that the City should consider regarding your experience, proposed services and / or the Project.

ATTACHMENT F: PROJECT TIMELINE

| Phase 1: Needs Assessment | |
|---------------------------------------|---|
| 2/12 – CC | <ul style="list-style-type: none"> Hired Consultants for Needs Assessment & Concept Plans |
| 3/4 – CC | <ul style="list-style-type: none"> Creation of Ad Hoc Senior/Recreation Center Committee |
| 3/18 – CC | <ul style="list-style-type: none"> Appointments to Ad Hoc Senior/Recreation Center Committee |
| 3/20 – SCC | <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> Go live with Community Survey (through 4/26) |
| 3/27 – SCC | <ul style="list-style-type: none"> Finalize vision, goals and objectives of project Finalize project process and timeline |
| 4/3 – SCC | <ul style="list-style-type: none"> Finalize project process and timeline Discuss use and timing of owner’s representative |
| 4/8 – CC | <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> YMCA facility tour (meeting to be held on site at 400 E. Lincoln) |
| 4/17 – SCC | <ul style="list-style-type: none"> Review findings of Programming Study Review and finalize RFP for owner’s representative |
| 4/18 – Post RFP for OR | <ul style="list-style-type: none"> Post RFP on MITN for owner’s representative (due 5/10) |
| 4/24 – SCC | <ul style="list-style-type: none"> Finalize RFQ for architects to qualify for final design and construction plan preparation |
| 4/25 – Post RFQ for Architects | <ul style="list-style-type: none"> Post RFQ on MITN for architects to qualify for final design and construction plan preparation (due 5/16) |
| 4/26 – Report | <ul style="list-style-type: none"> Delivery of Needs Assessment Report |
| 4/29 – Open House | <ul style="list-style-type: none"> Conduct community open house at YMCA (6-8pm) Present findings of Community Survey |
| 5/1 - SCC | <ul style="list-style-type: none"> Review community survey & open house public input Review Needs Assessment Report |
| 5/8 - SCC | <ul style="list-style-type: none"> Final review and recommendation of Needs Assessment Report to City Commission |
| 5/10 – OR Responses | <ul style="list-style-type: none"> Responses due from RFP for owner’s representative |
| 5/15 - SCC | <ul style="list-style-type: none"> Review and evaluate proposals for owner’s representative Recommend preferred owner’s representative to City Commission |
| 5/16 – RFQ Responses | <ul style="list-style-type: none"> Responses due from RFQ for architects |
| 5/20 - CC | <ul style="list-style-type: none"> Needs Assessment Report presented to City Commission for approval City Commission selects owner’s representative |

Phase 2: Concept Plans

| | |
|--|--|
| 5/22 - SCC | <ul style="list-style-type: none"> • Owner's representative attends first ad hoc meeting • Review responses from RFQ for architects |
| 5/29 - SCC | <ul style="list-style-type: none"> • Review draft RFP for final design and construction plan preparation |
| 6/11 – Report (90%) | <ul style="list-style-type: none"> • Delivery of Draft Report (90% complete) |
| 6/12 - SCC | <ul style="list-style-type: none"> • Finalize RFP for final design and construction plan preparation • Discuss potential funding options |
| 6/19 - SCC | <ul style="list-style-type: none"> • Review Draft Report |
| 6/21 – Concept Plans & Final Report | <ul style="list-style-type: none"> • Delivery of concept plan options • Delivery of Final Report |
| 6/26 - SCC | <ul style="list-style-type: none"> • Evaluate concept plan options • Review Final Report |
| 7/10 - SCC | <ul style="list-style-type: none"> • Recommend preferred concept plan & Final Report to City Commission |
| 7/22 - CC | <ul style="list-style-type: none"> • Preferred concept plan & Final Report presented to City Commission for approval • Discuss potential funding options |

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

| | |
|-----------------------------|--|
| 7/23 – Post RFP | <ul style="list-style-type: none"> • Post RFP for final design and construction plan preparation (due 8/22) |
| 7/24 - SCC | <ul style="list-style-type: none"> • Available if needed |
| 7/31 - SCC | <ul style="list-style-type: none"> • Discuss parameters and applicable regulations for site plan and design review |
| 8/22 – RFP Proposals | <ul style="list-style-type: none"> • Final design and construction plan proposals due |
| 8/28 - SCC | <ul style="list-style-type: none"> • Review and evaluate architectural proposals received |
| 9/4 - SCC | <ul style="list-style-type: none"> • Interview architectural consultants • Recommend architectural consultants to City Commission |
| 9/16 – CC | <ul style="list-style-type: none"> • Recommend and/or interview architectural consultants at City Commission • Award consultant contract |
| 9/18 - SCC | <ul style="list-style-type: none"> • Begin design discussions with architectural consultants |
| 9/25 - SCC | <ul style="list-style-type: none"> • Review draft RFP / bid for project construction |
| 10/2 - SCC | <ul style="list-style-type: none"> • Begin site plan and design review |
| 10/9 – SCC | <ul style="list-style-type: none"> • Continue site plan and design review |
| 10/16 - SCC | <ul style="list-style-type: none"> • Continue site plan and design review |
| 10/23 – SCC | <ul style="list-style-type: none"> • Continue site plan and design review • Recommend final site plan and design to City Commission |
| 10/28 - CC | <ul style="list-style-type: none"> • Final site plan and design for 400 E. Lincoln presented to City Commission for approval |
| 10/30 - SCC | <ul style="list-style-type: none"> • Finalize RFP / bid for project construction |
| 11/18 - CC | <ul style="list-style-type: none"> • Second meeting if needed for final site plan and design approval |

Phase 4: Construction & Construction Management

**11/11 – 12/2 Post
RFP/Bid
1/27/25 - CC**

- Post RFP or bid for construction with approved site plan and design plans (due in 30-45 days)
- Award construction contract



City of Birmingham

OWNER'S REPRESENTATIVE SERVICES RFP RESPONSE



Submitted By:
Detroit Expediting and Development Group, LLC

"Streamlining the Development Process"

May 9, 2024



ABOUT US

Henry Bright, President, started Detroit Expediting and Development Group, LLC to assist individuals, companies, and municipalities with the process of real estate development and expediting City processes. His aim is to provide the best consulting services from permit expediting to acting as a fee developer.

He is a Construction Project Manager with a 23-year record of success overseeing all phases of multimillion-dollar residential, senior living, mixed-use development and demolition projects utilizing detailed project analysis and team organization measures. He has a proven history of resolving challenges with innovative solutions and process improvements proven to increase projected outcomes. Henry is a Licensed Builder with 29 years of experience. He spent 23 years working for the City of Detroit, Planning and Development Department managing development projects so he understands how daunting development and governmental processes can be.

Utilizing experience, relationships and project tracking he can perform tasks that will meet the project objectives while working to manage/mitigate risk. This work will be done with estimating, scheduling, tracking, and communicating through reports. These steps will be essential to keeping this project on schedule and within budget.

Henry Bright will be the personnel assigned to this project from beginning to end.

As a leading local firm, Detroit Expediting & Development Group, LLC (DEDG) has consistently redefined the way our clients view their projects.

Henry Bright, President
Detroit Expediting and Development Group, LLC
30645 Pierce St.
Southfield, Mi 48076
Henry@mydetroitexpeditor.com
www.mydetroitexpeditor.com
313 675-6550

ATTACHMENT A:

AGREEMENT OF OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

THIS AGREEMENT is entered into this 9th day of May, 2024, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Detroit Expediting and Development Group, LLC, whose address is 30645 Pierce Southfield, Mi 48076, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought proposals for an **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** of the building at 400 E. Lincoln; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** posted April 18, 2024, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of three years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all work completed by the Contractor through such date.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days after invoice unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

6. **CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. **INDEPENDENT CONTRACTOR:** The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractors role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. **COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. **NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and

maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

11. STANDARD INSURANCE REQUIREMENTS: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to

the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Contactor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

Contractor:
Detroit Expediting and Development Group, LLC
30645 Pierce
Southfield, Mi 48076
Attn: Henry Bright

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated May 9th, 2024, to the City's Request for Proposals dated April 18, 2024 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished

**ATTACHMENT B:
 BIDDER'S AGREEMENT
 FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
 SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
 BUILD**

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

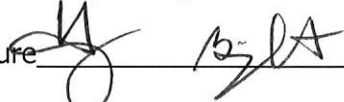
| | |
|---|-------------------------------------|
| Henry Bright | May 9, 2024 |
| PREPARED BY (Print Name) | DATE |
| President | May 9, 2024 |
| TITLE | DATE |
|  | Henry@mydetroitexpeditor.com |
| AUTHORIZED SIGNATURE | E-MAIL ADDRESS |
| Detroit Expediting and Development Group, LLC | |
| COMPANY | |
| 30645 Pierce Southfield, MI 48076 | 313 675-6550 |
| ADDRESS | PHONE |
| N/A | |
| NAME OF PARENT COMPANY | PHONE |
| ADDRESS | |

**ATTACHMENT C:
COST PROPOSAL
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
BUILD**

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

| COST PROPOSAL | |
|------------------------------------|---------------------|
| ITEM | BID AMOUNT |
| Phase 2 (From Date of Appointment) | \$23,100.00 |
| Phase 3 | \$31,500.00 |
| Phase 4 | \$10,500.00 |
| TOTAL BID AMOUNT | \$65,100.00 |
| ADDITIONAL BID ITEMS | |
| Construction Oversight @ 18 Months | \$126,000.00 |
| Project Closeout | \$28,000.00 |
| GRAND TOTAL AMOUNT | \$219,100.00 |

Firm Name Detroit Expediting and Development Group, LLC

Authorized signature  _____

Printed Name Henry Bright

Date May 9, 2024

**ATTACHMENT D:
 IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
 FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
 SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
 BUILD**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

| | |
|---|------------------------------|
| Henry Bright | April 22, 2024 |
| PREPARED BY (Print Name) | DATE |
| President | April 22, 2024 |
| TITLE | DATE |
|  | Henry@mydetroitexpeditor.com |
| AUTHORIZED SIGNATURE | E-MAIL ADDRESS |
| Detroit Expediting and Development Group, LLC | |
| COMPANY | |
| 30645 Pierce Southfield, MI 48076 | 313 675-6550 |
| ADDRESS | PHONE |
| N/A | |
| NAME OF PARENT COMPANY | PHONE |
| | |
| ADDRESS | |
| 47-4157126 | |
| TAXPAYER I.D.# | |

**ATTACHMENT E:
FIRM QUESTIONNAIRE
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

Please give the following information regarding your proposal:

1. List three (3) Municipal agencies (within the U.S.A.) that you have performed this service for a similar project in the last ten (10) years:

Name: The Beauton Contact Person: Charles Dickerson
Phone #: 313 715-7505 E-mail address: cadsiii@att.net
Approximate Combined Portfolio Value: \$7,300,000

Name: The Peerless Building Contact Person: Edmund Fish
Phone #: 703 795-3215 E-mail address: fish.edmundj@gmail.com
Approximate Combined Portfolio Value: \$4,000,000

Name: Invest Detroit Contact Person: Keona Cowan
Phone #: 313 285-2159 E-mail address: Keona.Cowan@InvestDetroit.com
Approximate Combined Portfolio Value: \$2,300,000

2. List states and categories in which your organization is legally qualified to do business: ***State of Michigan Licensed Builder***

3. Answer Yes/No to the following. If "Yes" explain. In the last 5 years, has your company:

- a. Had a contract terminated by a client for cause? **No**
- b. Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of Owner's Representative Services? **No**

4. Does your firm provide other Services besides Owner's Representative Services? If "Yes" Explain what other services you provide and identify the percentage of its business devoted to exclusively Owner Representative Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest. Yes. We provide plan/cost reviews and construction draw inspections.

Other services we provide are construction plan and cost reviews and construction draw inspections. We have devoted approximately 30% of our business to Owner Representative Services. There are no known conflicts of interest.

5. Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.). ***DEDG utilizes Microsoft 365 with communications going through Outlook email.***

6. Describe the firm's method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

DEDG will work with the City and Architect to determine the budget and provide value engineering for the project. Regular inspections help us make sure that there are no unexpected delays or cost overruns. We will work to keep all stakeholders on schedule with regular communication.

7. Describe how the firm stays up-to-date on all construction code, regulatory and other legal requirements related to community buildings.

DEDG stays up to date on all code requirements by attending regular training and by way of projects. Our relationship with inspectors and building officials allow us to gain information about code, regulatory requirements.

1. Describe your firm's preferred plan for on-sight observation/supervision of the project.

DEDG will conduct regular on-site meetings that will be determined by a pre-approved project schedule or anytime necessary to resolve rfi's or other concerns.

2. Provide any additional information that the City should consider regarding your experience, proposed services and / or the Project.

DEDG has not represented a municipality in the eight years in business. We have represented private developers and financial institutions, acting as Owner's Rep. Henry Bright, having worked for the City of Detroit Housing and Revitalization Department for 23 years as a Development Manager, gives us the experience of working for a municipality and understanding the how processes work.

ATTACHMENT F: PROJECT TIMELINE

| Phase 1: Needs Assessment | |
|---------------------------------------|---|
| 2/12 – CC | <ul style="list-style-type: none"> Hired Consultants for Needs Assessment & Concept Plans |
| 3/4 – CC | <ul style="list-style-type: none"> Creation of Ad Hoc Senior/Recreation Center Committee |
| 3/18 – CC | <ul style="list-style-type: none"> Appointments to Ad Hoc Senior/Recreation Center Committee |
| 3/20 – SCC | <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> Go live with Community Survey (through 4/26) |
| 3/27 – SCC | <ul style="list-style-type: none"> Finalize vision, goals and objectives of project Finalize project process and timeline |
| 4/3 – SCC | <ul style="list-style-type: none"> Finalize project process and timeline Discuss use and timing of owner’s representative |
| 4/8 – CC | <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> YMCA facility tour (meeting to be held on site at 400 E. Lincoln) |
| 4/17 – SCC | <ul style="list-style-type: none"> Review findings of Programming Study Review and finalize RFP for owner’s representative |
| 4/18 – Post RFP for OR | <ul style="list-style-type: none"> Post RFP on MITN for owner’s representative (due 5/10) |
| 4/24 – SCC | <ul style="list-style-type: none"> Finalize RFQ for architects to qualify for final design and construction plan preparation |
| 4/25 – Post RFQ for Architects | <ul style="list-style-type: none"> Post RFQ on MITN for architects to qualify for final design and construction plan preparation (due 5/16) |
| 4/26 – Report | <ul style="list-style-type: none"> Delivery of Needs Assessment Report |
| 4/29 – Open House | <ul style="list-style-type: none"> Conduct community open house at YMCA (6-8pm) Present findings of Community Survey |
| 5/1 - SCC | <ul style="list-style-type: none"> Review community survey & open house public input Review Needs Assessment Report |
| 5/8 - SCC | <ul style="list-style-type: none"> Final review and recommendation of Needs Assessment Report to City Commission |
| 5/10 – OR Responses | <ul style="list-style-type: none"> Responses due from RFP for owner’s representative |
| 5/15 - SCC | <ul style="list-style-type: none"> Review and evaluate proposals for owner’s representative Recommend preferred owner’s representative to City Commission |
| 5/16 – RFQ Responses | <ul style="list-style-type: none"> Responses due from RFQ for architects |
| 5/20 - CC | <ul style="list-style-type: none"> Needs Assessment Report presented to City Commission for approval City Commission selects owner’s representative |

Phase 2: Concept Plans

| | |
|--|--|
| 5/22 - SCC | <ul style="list-style-type: none"> • Owner's representative attends first ad hoc meeting • Review responses from RFQ for architects |
| 5/29 - SCC | <ul style="list-style-type: none"> • Review draft RFP for final design and construction plan preparation |
| 6/11 – Report (90%) | <ul style="list-style-type: none"> • Delivery of Draft Report (90% complete) |
| 6/12 - SCC | <ul style="list-style-type: none"> • Finalize RFP for final design and construction plan preparation • Discuss potential funding options |
| 6/19 - SCC | <ul style="list-style-type: none"> • Review Draft Report |
| 6/21 – Concept Plans & Final Report | <ul style="list-style-type: none"> • Delivery of concept plan options • Delivery of Final Report |
| 6/26 - SCC | <ul style="list-style-type: none"> • Evaluate concept plan options • Review Final Report |
| 7/10 - SCC | <ul style="list-style-type: none"> • Recommend preferred concept plan & Final Report to City Commission |
| 7/22 - CC | <ul style="list-style-type: none"> • Preferred concept plan & Final Report presented to City Commission for approval • Discuss potential funding options |

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

| | |
|-----------------------------|--|
| 7/23 – Post RFP | <ul style="list-style-type: none"> • Post RFP for final design and construction plan preparation (due 8/22) |
| 7/24 - SCC | <ul style="list-style-type: none"> • Available if needed |
| 7/31 - SCC | <ul style="list-style-type: none"> • Discuss parameters and applicable regulations for site plan and design review |
| 8/22 – RFP Proposals | <ul style="list-style-type: none"> • Final design and construction plan proposals due |
| 8/28 - SCC | <ul style="list-style-type: none"> • Review and evaluate architectural proposals received |
| 9/4 - SCC | <ul style="list-style-type: none"> • Interview architectural consultants • Recommend architectural consultants to City Commission |
| 9/16 – CC | <ul style="list-style-type: none"> • Recommend and/or interview architectural consultants at City Commission • Award consultant contract |
| 9/18 - SCC | <ul style="list-style-type: none"> • Begin design discussions with architectural consultants |
| 9/25 - SCC | <ul style="list-style-type: none"> • Review draft RFP / bid for project construction |
| 10/2 - SCC | <ul style="list-style-type: none"> • Begin site plan and design review |
| 10/9 – SCC | <ul style="list-style-type: none"> • Continue site plan and design review |
| 10/16 - SCC | <ul style="list-style-type: none"> • Continue site plan and design review |
| 10/23 – SCC | <ul style="list-style-type: none"> • Continue site plan and design review • Recommend final site plan and design to City Commission |
| 10/28 - CC | <ul style="list-style-type: none"> • Final site plan and design for 400 E. Lincoln presented to City Commission for approval |
| 10/30 - SCC | <ul style="list-style-type: none"> • Finalize RFP / bid for project construction |
| 11/18 - CC | <ul style="list-style-type: none"> • Second meeting if needed for final site plan and design approval |

Phase 4: Construction & Construction Management

**11/11 – 12/2 Post
RFP/Bid**

- Post RFP or bid for construction with approved site plan and design plans (due in 30-45 days)

1/27/25 - CC

- Award construction contract

Edge DESIGN ASSOCIATES

Architecture | Planning | Interior Design



YMCA 2024

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

Submitted by:

Edge Design Associates
1973 High Hollow Drive
Ann Arbor, Michigan 48103

May 10, 2024

2024 Request for Proposals Owner's Representative Services City of Birmingham - YMCA



10 May 2024

City of Birmingham
151 Martin Street
Birmingham, MI 48009

Subject: Request for Proposals – Owner’s Representative Services

Attn: Jana Ecker, City Manager

Dear Ms. Ecker,

Edge Design Associates is a group of professionals known for design excellence, attention to detail and exceeding our client’s expectations. Over the years we have had the opportunity to provide owners representative services to a number of our clients. In most cases the rapport we developed with the Owner early in the project led them to add these services to our architectural contract; providing them with substantial savings over hiring a third party firm to provide these services.

In our opinion the architect is the most appropriate professional to provide Owner’s Rep. services and Edge Design Associates is uniquely qualified to be your Owner’s Rep. We have been the architect and the Owner’s Rep.; we understand the how to communicate with architects and how to manage the design process on behalf of the Owner. Similarly, we understand how the construction managers provide their services. As your Owner’s Rep. we will create a professional atmosphere that brings out the best in each firm. When everyone is on the same page, risks are reduced, rewards are mutually beneficial, and the results are a well designed project that is completed on time and on budget.

We have been blessed to provide both architectural services and Owner’s Rep. services for award winning architectural projects including Malletts Creek Branch Library and Baker College’s Royal Oak Campus. We appreciate the craft of architecture and enjoy the respect of our peers. We have included testimonials from the Owners and Construction Managers that vouch for our professionalism and underscore our passion for architecture. We want to bring that same passion and professionalism to the City of Birmingham.

We are excited for the opportunity to be of service, if you have any questions as you review our proposal do not hesitate to contact us.

Sincerely,



Daniel P. Mooney, AIA
President

| | |
|--|-----------|
| Firm Information | 1 |
| Firm Description | |
| Resumes | |
| Project Management Strategy/Scope of Work | 6 |
| Project Management and Recording | |
| Final Design, Cost Estimation and Plan Preparation | |
| Bidding and Procurement | |
| Construction Oversight | |
| Project Closeout Services | |
| Project Timeline | 10 |
| Completed Projects | 11 |
| Client Testimonials | |
| Completed Forms | |
| Executed Agreement (Attachment A) | |
| Bidder's Agreement (Attachment B) | |
| Cost Proposal (Attachment C) | |
| Iran Sanctions Act VCF (Attachment D) | |
| Firm Questionnaire (Attachment E) | |

Edge DESIGN ASSOCIATES

Architecture | Planning | Interior Design

Firm Information

Firm Description

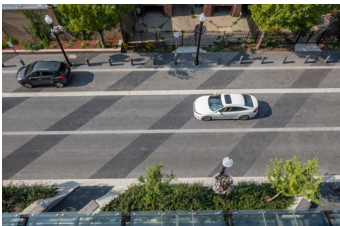


 **Honor Award**
Baker College
AIA Huron Valley **Royal Oak, MI**



Baker College - Royal Oak, MI

Edge recently completed this award winning project for Baker College's



The DOT

In addition to the new parking structure, Edge designed new street improvements that enhance the pedestrian street experience along the entire city block

Edge Design Associates (Edge) was formed in 2013 by Daniel P. Mooney, AIA and Ron Thomas, AIA after working together since 2000. The business is a corporation licensed to practice architecture in the State of Michigan and our office is located in Ann Arbor, Michigan. Our legacy comes from the Ann Arbor Studio of Luckenbach Ziegelman Architects, PLLC (LZA Ann Arbor) founded by the late Carl Luckenbach, FAIA, and Archetype Incorporated, founded by Ron Thomas.

Dan managed the day-to-day operations of LZA Ann Arbor from 2000 to 2012, served as project manager for all of the firm's projects, maintained client relations and headed up the firm's sustainable design initiatives. Ron co-founded Archetype, Inc., where he built a successful architectural practice for 15 years until the firm was purchased by their biggest client MAVD, a real estate development company working in Michigan and Colorado. Ron served as Executive Vice President for MAVD, completing over twenty commercial development projects and numerous capital improvements during his tenure.

Starting in 2000, Dan and Ron developed a working relationship as MAVD and LZA Ann Arbor collaborated on MAVD's Michigan projects between 2000 and 2008. Ron joined LZA Ann Arbor in 2008 and during their time they worked on a diverse range of project types from large scale mixed-use projects, parking garages, libraries, higher education buildings, and corporate offices. When Carl closed his practice and retired in December of 2012, Edge Design Associates was the natural next step for Dan and Ron. While Ron runs the business side of the firm and spearheads the quality control activities on our projects, Dan serves as principal in charge of all of Edge's work.

In March of 2019, Heather Buffone, NCIDQ joined the firm as Associate Principal and Director of Interiors for all of the firm's projects. Heather has over 22 years working in the profession specializing in interior design, interior finish selection and fixture, furnishings and equipment systems design and specification.

Edge provides architectural, planning, interior design and Owner's Rep. services for commercial and institutional clients. Whatever the challenge, our most rewarding projects share similar traits:

- Shared vision for success
- Team building collaborative approach
- Project leadership by firm principals

Over the life of the practice, the firm has identified a small number of preferred professional consulting firms to serve the specific needs of our clients. In almost every case, these firms, like Edge, render services under the direct supervision of a principal, ensuring the highest level of service and technical expertise.

Resumes

Key Personnel

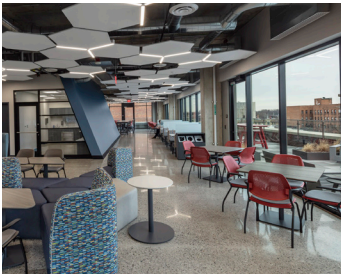
Daniel P. Mooney, AIA, President of Edge, will be the primary liaison to the City of Birmingham for the duration of the contract. Dan is the authorized agent of the firm, and he will ensure all the necessary resources of the firm will be available to fulfill our duties in a timely and diligent manner. Dan will be in constant communication with the Team to make sure they have what they need to make the project a success.

Ron Thomas, AIA, is our QA/QC Officer. He will work behind the scenes with Dan to develop spreadsheets that monitor all the overall project budget and schedule. As an Owners Rep. for real estate developer MAVD for over a decade, Ron brings the unique perspective of the owner to our team. Ron will be especially helpful in monitoring the owners soft costs.

Heather Buffone, NCIDQ, Associate Principal and Director of Interiors will contribute her expertise in FF & E, IT, and A/V to the team as is necessary. Additionally, Heather will work with Dan to maintain project communication, record keeping, and hold the architect and CM accountable to project deadlines and gently nudge the owner to make timely decisions as well.

The Top Ten Reasons why the Architects from Edge should be your Owner's Rep.

1. We understand the design and construction process from beginning to end
2. We have executed similar projects as the architect
3. We think ahead and proactively identify and minimize risk
4. We understand the Codes and can identify and minimize risk
5. We know relative construction costs and we proactively seek value
6. We have hired the CM/GC, we speak their language and understand their processes
7. We have specified and coordinated FF & E, IT, A/V and other owner related systems
8. We promote team work and focus on results not busywork to justify our fees
9. We are expert listeners, and we communicate in an easy going manner
10. We are a trusted ally to ALL Team Members



Baker College Royal Oak Campus



Ann Arbor District Library -
Pittsfield Branch



Education

Lawrence Technological University
Master of Architecture

Lawrence Technological University
Bachelor of Architecture

Lawrence Institute of Technology
Bachelor of Science in Architecture

Registrations

Licensed Architect
State of Michigan
1301041248

Professional Activities

American Institute of Architects,
Detroit Chapter

Lawrence Technological University
Adjunct Faculty - Architecture
School 2024

Wayne County Community
College District
Adjunct Faculty – Sustainable
Environmental Design
2011 – 2017

Zoning Board of Appeals
Plymouth, MI
2011 - 2015

Resumes

Daniel P. Mooney, AIA President

734.588.2212 | dmooney@edgedesignassociates.com

Project Role: **Owner's Representative/Project Manager**

Dan has practiced as a principal for the last 23 years and has 35 years of experience in the profession. Dan's experience ranges from smaller scale projects such as sustainable branch libraries, car dealerships, LEED certified interiors projects, higher education laboratory renovations and tenant improvements; to large scale public projects, mixed-use projects, colleges and universities, corporate offices, structured parking, multi-family residential and health care projects. Prior to co-founding a firm, he served as principal at the Ann Arbor Studio of Luckenbach | Ziegelman Architects, PLLC.

While at Luckenbach | Ziegelman Architect's Dan was project manager of all of the firm's major work including the Malletts Creek Branch Library, the Pittsfield Branch Library, Library Lane Underground Parking Garage and South State Commons I, II and III.

Recent projects include Baker Colleges Royal Oak Campus, the DOT (The development of Troy) mixed use parking structure in Ferndale and the stair and elevator replacement at the Fourth & William Parking Structure in Ann Arbor as well as numerous project for the Ann Arbor District Library.

Dan believes that every project should be led by a principal, to that end he is actively engaged in every project from beginning to end. He will work closely with the client, our consultant's, and the contractor or CM to manage the design and documentation process to ensure the design intent is carried out in a cost effective, efficient, and technically sound manner.

Selected Owner's Rep. Experience

Baker College – Royal Oak Campus
Royal Oak, MI

The DOT – Ferndale
Structured Parking/Retail/Office
Ferndale Michigan

Malletts Creek Branch Library
Ann Arbor District Library
Ann Arbor, Michigan

Pittsfield Branch Library
Ann Arbor District Library
Pittsfield Township, Michigan

Resumes



Ronald L. Thomas Principal

734.834.7675 | rthomas@edgedesignassociates.com

Project Role: QA/QC Officer - Comptroller

Ron Thomas has practiced as a principal since 1990 and has over 40 years' experience in architecture and design. He has been principal-in-charge of diverse projects including schools, offices, governmental, and retail facilities. His work has ranged from major multi-building developments to renovation and tenant improvement projects. Prior to starting Edge Design, Ron was founding principal and owner of Archetype, Inc., and a principal with Luckenbach Ziegelman Architects, PLLC. In addition to regular architectural practice, he has served as owner's representative and program manager for MAVDevelopment, a local real estate investment company. While at MAVD he successfully completed numerous new mixed-use buildings and site development projects as well as other existing building improvements. The experience representing landlords and building operators has made him a skilled advocate for building efficiency and long term durability.

Education

The University of Michigan
Master of Architecture

The University of Michigan
Bachelor of Science in Architecture

Professional Activities

State of Michigan
National Council of Architectural
Registration Boards

Selected Owner's Rep. Experience

South State Commons I
Ann Arbor, Michigan

Ross School of Business (Tenant)
South State Commons II
Ann Arbor, Michigan

South State Commons II
Ann Arbor, Michigan

Michigan Information Technology Center
(Tenant – South State Commons II)
Ann Arbor, Michigan

MERIT Networks
(Tenant – South State Commons II)
Ann Arbor, Michigan

South State Commons III
Ann Arbor, Michigan

Resumes



Heather Buffone

Associate Principal | Edge Design Associates, Inc

248.496.6889 | hbuffone@edgedesignassociates.com

**Project Role: Administration, Interior Designer and FF & E Services/Coordination
Project Coordinator**

Heather has over 22 years working in the design industry and has worn multiple hats throughout her career including Project and Construction Management on both residential and commercial projects. She volunteers for Interior Designers Coalition for Change, has served as Secretary as well as providing design services to communities where there is a need and resources are limited.

In March of 2019 Heather joined Edge Design Associates as Associate Principal. Some of her notable projects include Baker College – Royal Oak Campus, Farmington Hills City Hall, Renovation and Addition, The Dot – Mixed Use Development (The Development on Troy) in Ferndale and Leader Dogs for the Blind in Rochester Hills.

Selected Owner's Rep. Experience

Baker College – Royal Oak Campus
Program Manager
420 S. Lafayette Ave.
Royal Oak, Michigan

Baker College – Royal Oak Campus
A/V – Managed/Coordinated Installation
420 S. Lafayette Ave.
Royal Oak, Michigan

Baker College – Royal Oak Campus
FF & E – Managed/Coordinated Installation
420 S. Lafayette Ave.
Royal Oak, Michigan

Baker College – Royal Oak Campus
Art Work – Managed/Coordinated Installation
420 S. Lafayette Ave.
Royal Oak, Michigan

Education

Lawrence Technological University
Master of Business Administration
in Nonprofit Management

Lawrence Technological University
Bachelor of Science in Architecture

Professional Activities

Certified Interior Designer
NCIDQ #25085

As your Owner's Representative we will incorporate our strategy for a successful project outcome which includes the following core principles:

- Explaining the process step by step
 - Using words everyone can understand
- Fostering ongoing positive communication
 - Listening and Learning
- Leveraging the strengths of each Team Member
 - Promoting Win-Win Outcomes
- Promoting Ownership in the Process and the Outcome
- Insisting on accountability of each Team Member
 - Respectful yet fun
- Monitoring the Budget, Schedule and Design at each step
- Anticipating and avoiding risk where possible
- Identifying risk and incorporating risk mitigation strategies
- Eliciting useful information that promotes informed decision making
- Explaining the process, Enjoying the process and laughing along the way

Project Management and Recording – Project Management and Recording will occur at all phases of the project, and we will work with the City to develop Project Management and Recording protocols that incorporate all of the items listed in the RFP without repeating the list here.

As your Owner's Representative we will focus on communication regarding two specific components during each phase. The first is the relationship between the three main entities of the project Team: the City/Owner's Rep., the Architect and the CM can be compared to a three legged stool, each relying on the other for support. As architects, Edge has the unique advantage of understanding all three 'legs' in the stool analogy. We know how to communicate with each entity in a manner that elicits respect, understanding and accountability and we will promote a positive relationship throughout the process. We know how to leverage the strengths of the architect and CM without being burdensome to the process or creating busy work to justify our fee. We can add value and make the process efficient and make the process enjoyable for everyone.

The second component we will relentlessly focus on is **Budget, Schedule and Design**. Just as the Project Team has three components like a stool, the project itself requires proper balance between the budget, the schedule and design. At all phases, every deliverable will be accompanied by a budget, a schedule and a set of design documents. As architects, Edge will ensure that each component will be developed to the same level of specificity at each phase, and incrementally enhanced at each phase to manage risk.

Early in the project we will review the existing documentation related to Budget, Design and Schedule, offer our opinion and work out a Management Plan to track the process from Day 1. Over time we have identified nearly 32 items related to owner's soft cost and we will pay close attention to ensure all items related to the true cost of the project are identified and

tracked, including a contingency for each item. We will leverage the expertise of the architect and the CM to further develop specificity for design, construction cost and schedule. Once the overall Project Cost Model is developed and approved we will watch it like a hawk.

Needs Assessment (Completion of Phase 1) – As we join the Team the Needs Assessment will be nearly complete and RFQ responses from architects will be due. We will add input where we can and advise the City as we immerse ourselves in the project.

Final Design, Cost Estimation and Plan Preparation (Concept Plans and the balance of Phase 2)

– As your Owner’s Rep we will assist and advise the City in a manner that will incorporate all of the items listed in the RFP without repeating the list here. Using our Management Plan, we will join Concept Plans Phase 2 and begin to track the progress including:

- Develop a cohesive and feasible plan
- Attend Ad/Hoc Meetings and City Staff Meetings on a Weekly or Bi-weekly basis
- Document the project goals and City’s vision for the project and see it through
- Facilitate design development including interior, exterior, green space, amenities and owner FF & E components
- Facilitate and promote an environment that compiles relevant information that will allow the City to make informed decisions
- Advise and inform the City to understand potential risk and make wise choices
- Facilitate preconstruction services related to cost, schedule and design including conducting constructability reviews, overall project cost models, project phasing and developing a realistic final construction plan
- Develop a cash flow analysis
- Develop a and facilitate a design review process
- Develop and facilitate design and coordination of the Owner’s FF & E components, cost and schedule coordination with the CM

Design Schedule Anomaly – Based upon the Project Timeline provided in Attachment F there appears to be a slow down or stoppage in design development between July 22 and September 16. This is valuable time that could be used more efficiently to advance the project and maintain the schedule. As your Owner’s Rep we would investigate advancing the Architectural RFP to the pre-qualified architectural firms using selected content from the final report sent to the City (the pre-qualified firms could sign an NDA if necessary). Advancing the selection of the design professionals allows more time for Site Plan Approval, design development and reconciliation of the overall Project Cost Model between the City/Owner’s Rep., the Architect and the CM. The main reason for doing this is to reduce risk and take advantage of the entire Project Team being able to coalesce behind the most preferred feasible scheme, confirm the Budget, Schedule and overall Cost Model.

Concept Plans and Construction Management Procurement – As your Owner’s Rep, we would recommend pulling the CM procurement process forward and dovetailing the selection of the CM and the architect. Bringing both entities on board at the same time (or nearly the same time) will reduce risk, and foster teamwork. It is essential that we facilitate a process with the

architect and CM that advances the approved Concept Design in a cohesive manner; thereby reducing risk and collaboratively developing a Cost Model and Schedule that is realistic and reliable.

Bidding and Procurement – We have written the RFP/RFQ for Construction Managers (CM) and overseen the selection process many times and have relationships with qualified CM's who would be interested in working with us if we were selected as your Owner's Rep. We have managed the procurement process for hiring architects, engineers, furniture vendors, A/V contractors, equipment suppliers, art work, signage, and graphics. We have facilitated the bidding process for single bid packages, multiple bid packages and phased projects as well. We will manage and coordinate with franchise utilities as well.

Additionally, we have managed the procurement and installation of the Owner's FF & E components on many projects. We are adept at coordinating the bidding, installation and scheduling of the Owner's FF & E subcontractors within the schedule and work flow of the CM's schedule.

Construction Oversight Services – Construction oversight takes on two primary forms, oversight of the architect and CM for building construction including review of submittals, RFI's, change orders, payment applications and budget and schedule tracking to ensure the project runs smoothly, finishes on time and within the budget. The second component is management and coordination of the Owner's subcontractors for FF & E and other specialty contractors that require coordination with the CM. We will incorporate all of the items listed in the RFP without repeating the list here. Some of the most important components of Construction Oversight include the following:

- Assist and advise the Team throughout construction process to meet the project goals and objectives
- Assist with procuring permits and permissions necessary for construction
- Identify long lead items and advise owner regarding substitutions etc.
- Anticipate and identify risks and advise Owner
- Advise the Owner when unforeseen conditions are discovered
- Monitor and negotiate change orders
- Attend Owner/Architect/Contractor Meetings and document major issues
- Track the budget including expenses
- Review and approve invoices related to professional services
- Create a project closeout plan and Occupancy plan for tenants and the City

Project Closeout Services – We will monitor, coordinate and facilitate the project closeout services described in the RFP including the following major activities:

- Assist in creation of the punch list of outstanding items for completion
- Participate in final inspections/approval walk through to secure temporary and final occupancy
- Negotiate final payment with CM and closeout contract
- Close out professional service contracts

- Assist in securing as-built drawings, warranties, etc.
- Assist in owner/tenant move in and start up
- Manage call backs for 60 day post occupancy period

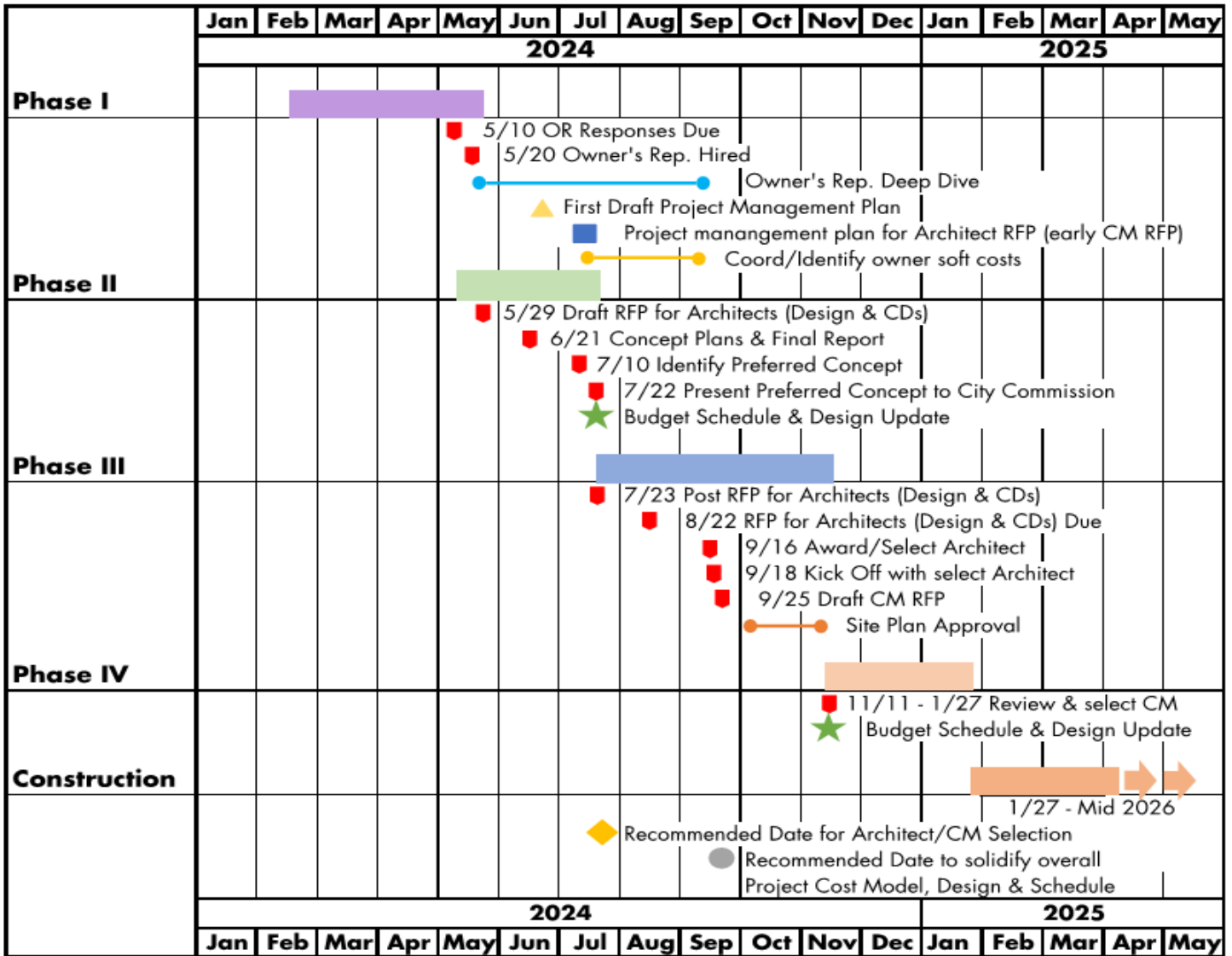
Work Scope Durations

Phase 1: Needs Assessment One (1) Week

Phase 2: Concept Plans Eight (8) Weeks

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

Construction 78 Weeks (18 Months)



Over the years we have had the opportunity to provide owners representative services to a number of our clients. In most cases the rapport we developed with the Owner early in the project led them to add these services to our contract; providing them with substantial savings over hiring a third party firm to provide these services. Our ability to work collaboratively with the construction manager and fulfill our contract while advocating for the owner resulted in a win-win for all parties. The Owner was rewarded with a project that was completed on time at the lowest possible and highest degree of functionality and quality. The key to this arrangement is honesty, transparency, communication and managing expectations. Early in the process the Team identified the goals of the project including design, cost and schedule. At each phase of development, the design, budget and schedule were refined and updated until the project was completed. See the sheets that follow.

Edge DESIGN ASSOCIATES

Architecture | Planning | Interior Design

South State Commons I

94,000 SF class A office - 4 Stories with parking under
Total site, core & shell
development cost: \$18.0 million
Architect of record Luckenbach
Ziegelman Architects, PLLC

Project Roles

Owner's Representative Services Provided

Ron Thomas, AIA - Vice
President, MAV Development –

Dan Mooney, AIA - Principal-
in-charge for Luckenbach
Ziegelman Architects, PLLC

Reference

Anthony Bango
734 474 3008 Cell
anthony@homebridgepc.com

South State Commons II

120,000 SF class A office and
conference center - 4 Stories
with parking and data center in
lower level
Total core & shell development
cost: \$20.0 million
Architect of record Luckenbach
Ziegelman Architects, PLLC

Project Roles

Owner's Representative Services Provided

Ron Thomas, AIA - Vice
President, MAV Development

Dan Mooney, AIA - Principal-
in-charge for Luckenbach
Ziegelman Architects, PLLC

Completed Projects

State Commons I & II Ann Arbor, Michigan



Ron Thomas, AIA was the Owner's Rep.
for this project.



Ron Thomas, AIA was
the Owner's Rep. for this
project.

See Client testimonials for a testimonial from Anthony Bango, VP of Construction Services for Skanska.

Ann Arbor District Library - Malletts Creek Branch

Project Owner

Ann Arbor District Library
Ann Arbor, MI

Malletts Creek Branch Library

14,000 SF new branch library
Designed to LEED Gold
Certification
AIA Michigan Award for
Sustainable Design
Architect of record Luckenbach
Ziegelman Architects, PLLC

Project Role

Dan Mooney, AIA - Principal-in-
charge for Luckenbach Ziegelman
Architects, PLLC

Reference

Josie Parker, Former Library
Director
josieisatbarn@gmail.com
734.330.6628 Cell



See Client testimonials for a client testimonial from Josie Parker, Retired Director of the Ann Arbor of the Ann Arbor District Library

See Client testimonials for a testimonial from Anthony Bango, VP of Construction Services for Skanska.

Owner's Representative Services Provided by Dan Mooney

- Managed CM RFP/Selection Process
- Owner Advocate for Budget/Cost/Schedule
- Owner Coordination – FFE, IT, AV
- Commissioning/Project Closeout

Project Owner

Ann Arbor District Library
Ann Arbor, MI

Pittsfield Branch Library

16,000 SF new branch library
Designed to LEED Gold
Certification
Architect of record Luckenbach
Ziegelman Architects, PLLC

Project Role

Dan Mooney, AIA - Principal-in-
charge, Luckenbach Ziegelman
Architects, PLLC

Reference

Josie Parker, Former Library
Director
josieisatbarn@gmail.com
734.330.6628 Cell

Ann Arbor District Library - Pittsfield Branch



See Client testimonials for a client testimonial from Josie Parker, Retired Director of the Ann Arbor of the Ann Arbor District Library

See Client testimonials for a testimonial from Anthony Bango, VP of Construction Services for Skanska.

Owner's Representative Services Provided by Dan Mooney

- Managed CM RFP/Selection Process
- Owner Advocate for Budget/Cost/Schedule
- Owner Coordination – FFE, IT, AV
- Commissioning/Project Closeout

160,000 SF
4 Levels and 400 Spaces
9000 SF of Street Level Retail
25,000 SF Two-story Future Office
Expansion above
Adjacent Parcel – 40-Unit
Affordable Housing
Construction cost: \$20,300,000
Design Architect/Design
Consultant
Architect of Record – FSP
Architects

Project Role:

Design Architect/Design
Consultant
Dan Mooney, AIA - Principal-in-
charge for Edge Design Associate

Reference

City of Ferndale

Joseph Gacloch
City Manager
300 East Nine Mile Road
Ferndale, Michigan 48220
248.546.2399
jgacloch@ferndalemi.gov

Construction Manager Reference

David Crosby, Jr.
Senior Project Manager
Colasanti Construction Services
586.388.0009 Cell
dcrosby@colasantigroup.com

City of Ferndale - The Development on Troy (The DOT)



See Client testimonials for a construction manager testimonial from David Crosby, Jr., Senior Project Manager, Colasanti Construction Services

Owner's Representative Services Provided by Dan Mooney

- Co-Author RFP for AE Selection
- Managed CM RFP/Selection Process
- Owner Advocate for Budget/Cost/Schedule
- Owner Coordination – FFE, IT, AV
- Commissioning/Project Closeout
- Owner Advocate/Consultant – Retail Build Out

Baker College - Royal Oak Campus

Project Owner

Baker College
Royal Oak, MI

Project Components

College:
131,285 GSF -
65,000 SF - Higher Education
Classrooms / Health
Sciences / Student Services /
Administration
7 stories with In-building
parking

Project Roles:

Dan Mooney, AIA - Principal-
in-charge for Edge Design
Associate

Heather Buffone, NCIDQ
Interiors Project Manager and
Owner's Rep. FF&E

Owner's Representative Services Provided by Edge

**Managed CM RFP/Selection
Process**

**Owner Advocate for Budget/
Cost/Schedule**

**Owner Coordination – FFE, IT,
AV**

**Commissioning/Project Closeout
Owner Advocate/Consultant**

Date of Completion

Fall 2022

Construction Cost

Budget: \$42,000,000
Final Cost: \$41,350,000

Reference

Jacqui Spicer, EdD
President and CEO
Baker College System
420 S. Lafayette Ave.
Royal Oak, MI 48067
jacqui.spicer@baker.edu



Baker College consolidated three campuses into one landmark campus in Royal Oak, Michigan. Edge Design Associates provided full architectural services including programming, interior design, furniture, technology, A/V and was Owner's Rep. Designed and constructed during the pandemic, we navigated design, cost and schedule to produce an award winning project for Baker College that was on time and on budget.

Client Testimonial

Dan Mooney inherited the role of Owner's Rep. after the previous firm was terminated. Dan became a trusted advisor and was very proactive in this role. He explained things plainly and in layman's terms. He was always thinking three steps ahead, managing our risks and providing the advice necessary to make informed decisions. The project was completed on time and on budget. Our new Royal Oak Campus has become the flagship campus for Baker College.

Early on in the construction administration phase of the project, Dan identified a particular clause in the Owner/CM contract (reviewed and approved by the previous Owner's Rep.) whereby the CM would receive 100% of the unused project contingency. Dan was instrumental in making sure the provisions of that clause was never reached. As a result, the unused contingency of nearly \$1 million was returned to Baker College.

Sincerely,
Dr. Jacqui Spicer
President & CEO
Baker College

Edge DESIGN ASSOCIATES

Architecture | Planning | Interior Design

Project Owner

Baker College
Royal Oak, MI

Project Components

College:
131,285 GSF -
65,000 SF - Higher Education
Classrooms / Health
Sciences / Student Services /
Administration
7 stories with In-building
parking

Project Roles:

Dan Mooney, AIA - Principal-
in-charge for Edge Design
Associate

Owner's Representative Services Provided by Edge

Managed CM RFP/Selection
Process

Owner Advocate for Budget/
Cost/Schedule

Owner Coordination – FFE, IT,
AV

Commissioning/Project Closeout
Owner Advocate/Consultant

Date of Completion

Fall 2022

Construction Cost

Budget: \$42,000,000

Final Cost: \$41,350,000

Reference

Jacqui Spicer, EdD
President and CEO
Baker College System
420 S. Lafayette Ave.
Royal Oak, MI 48067
jacqui.spicer@baker.edu

Construction Manager Reference

David Crosby, Jr.
Senior Project Manager
Colasanti Construction Services
586.388.0009 Cell
dcrosby@colasantigroup.com

Completed Projects

Baker College - Royal Oak Campus



See Client testimonials for a construction manager testimonial from David Crosby, Jr., Senior Project Manager, Colasanti Construction Services

See Client testimonials for a testimonial from Anthony Bango, VP of Construction Services for Skanska.

4-11-2024

Josie B. Parker
10336 Marshall Rd.
South Lyon, MI 48178

734-330-6628
josieisatbarn@gmail.com

To whom it may concern,

RE: Dan Mooney

Dan is the person in the room who makes everyone comfortable and confident that the project will go well, and come in on time and on budget. My role was as Owner, and Dan and his team included me and my colleagues in all of the discussions along the way. Consequently, I always knew what was going on and what decisions needed to be made. Our working relationship developed so positively that we engaged his team for several projects beyond our first building which was recognized for its design and emphasis on sustainable building practices.

Sincerely,

A handwritten signature in black ink that reads "Josie B. Parker". The signature is written in a cursive style with a large, stylized initial "J".

Josie Parker
*Retired Director,
Ann Arbor District Library*



April 10, 2024

To Whom It May Concern

Re: Dan Mooney

It is with great enthusiasm that I write to you in support of Dan Mooney. I have collaborated with Dan at a professional level for over twenty-five years in my role as Vice President of Preconstruction for both Skanska Building, a multi-national, and The Christman Company headquartered in Lansing, MI. During that period, I saw him develop from a young enthusiastic architect to a leader of project teams. The thing that strikes me as unique about Dan is his constant drive to protect and advocate for his clients. In many cases, I learned that Dan authored the RFP for Construction Services and assisted the Owner in selecting a builder.

I worked closely with Dan on over a dozen projects, including the Ann Arbor Libraries – Malletts Creek and Pittsfield Branch library. We did extensive studies for the Main Library Building, including addition options, existing structure, mechanical and electrical systems, etc. We collaborated on South State Commons, Phases 1 & 2 for MAV Development located on South State St. in Ann Arbor. Phase 2 included a complicated data center. All these projects were delivered within budget and with delighted customers.

Dan and I were featured speakers at a US Green Building Conference. We presented Life-Cycle Analysis of Green Building Elements, such as green roofing systems, natural ventilation, daylighting, lighting selections, cork flooring, water conservation, and green building innovations.

I know the challenges presented on the Baker College Classroom Facility because we interviewed for the project. We were not selected to build the project, but I knew that the project was going to be extremely challenging. The desired scope did not match the capital budget allocation. About a year ago I toured the finished project and was hugely impressed with the facility. I believe that Dan Mooney's leadership and dogged determination was instrumental in getting Baker College over the finish line with a magnificent building.

Because of his knowledge as a registered Architect, Dan will bring much expertise to the role of Owners Representative, including understanding the planning, design, and construction process, building codes, architectural details and their relative cost, alternative systems and materials, project scheduling, contract language, bid packages, building high performance teams and his valued experience working with municipalities.

Please call me if you have any questions. Phone: 734-474-3008; email: anthony@homebridgepc.com

Sincerely,

A handwritten signature in blue ink that reads "Anthony M. Bango". The signature is fluid and cursive, with a long horizontal stroke at the end.

Anthony M. Bango, President, Owner

5320 North Meadow Ct.
Ann Arbor, MI 48105



**COLASANTI
CONSTRUCTION
SERVICES, INC.**

24500 WOOD COURT
MACOMB TWP, MI 48042
P : 586 598 9700
F : 586 598 9661

To whom it may concern,

I have had the opportunity to work two back-to-back projects with Mr. Dan Mooney for nearly 7 years. In that time, he has become a trusted ally and a friend. The first project (The Dot), a \$23 million mixed-use parking structure in Ferndale, Michigan, had an Owner that had never undertaken a large construction project before and the original Owner's Rep. was furloughed as the Prime Parking Consultant was going through some extreme internal structure changes. Additionally, the COVID pandemic was just starting. Dan fearlessly stepped forward to assist the Owner and the Prime Consultant, inheriting many of the duties vacated by the previous Owner's Rep. Dan was critical to the success of the project and an advocate for the Owner, advising them along the way, helping them remain calm, as we all navigated the uncharted waters of the pandemic. Dan was a fair and trusted advisor to all the stakeholders and especially proactive in helping the owner make decisions to keep the project on schedule.

The second project, Baker College of Royal Oak, originally started off with a large nationally known Owner's Rep. During pre-construction, the Owner (the COO of the College) became dissatisfied with them, believing they were not fulfilling the needs of the College. Although it was her first construction project, she was determined she would be able to take on this additional responsibility herself. As often things change, she was nominated and ultimately received the position of President and CEO of Baker College, but she had to get her Doctorate Degree first. In trying to manage her many roles at the College and attend to her doctorate studies, the project began to fall behind. Again, Dan Mooney courageously stepped forward, proactively assuming the role of Owner's Rep. and Architect. Although we struggled at first, with Dan's persistence he became an advocate for the owner, and the entire Project Team. He was especially patient with the Owner, explaining the process, identifying the risks and advising the owner in a manner that kept the project on track and in budget.

I highly recommend Mr. Dan Mooney for the role of Owner's Rep. for any future project and would be delighted to work with him and his firm again. Should the need arise, please feel free to contact me directly.

David Crosby, Jr.
Senior Project Manager
Colasanti Construction Services
586.388.0009 (Cell)
dcrosby@colasantigroup.com

Request for Proposals

Owner's Representative Services City of Birmingham - YMCA

Attachment A

Attachment B

Attachment C

Attachment D

Attachment E

ATTACHMENT A:

AGREEMENT OF OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) Edge Design Associates, Inc., whose address is 1973 High Hollow Dr., Ann Arbor, MI 48103, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought proposals for an **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** of the building at 400 E. Lincoln; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

- 1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for Proposal for **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** posted April 18, 2024, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").
- 2. TERM:** This Agreement shall have a term of three years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all work completed by the Contractor through such date.
- 3. TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days after invoice unless otherwise specified by the City.
- 4.** Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
- 5. INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than

the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractors role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall

indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

11. STANDARD INSURANCE REQUIREMENTS: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

Contractor:
Edge Design Associates, Inc.
Daniel P. Mooney, AIA
1973 High Hollow Dr.
Ann Arbor, MI 48103

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications,

or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 01/05/2024, to the City's Request for Proposals dated April 18, 2024 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor

By: Daniel P. Mooney, AIA
Its: President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mark Clemence, Assistant City
Manager (Approved as to substance)

**ATTACHMENT B:
BIDDER'S AGREEMENT
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION
BUILDING RENOVATION/EXPANSION/NEW BUILD**

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

| | |
|--|--------------------------|
| PREPARED BY (Print Name) Daniel P. Mooney | DATE 5.10.2024 |
|--|--------------------------|

| | |
|---------------------------|--------------------------|
| TITLE President | DATE 5.10.2024 |
|---------------------------|--------------------------|

| | |
|--|---|
| AUTHORIZED SIGNATURE  | E-MAIL ADDRESS dmooney@edgedesignassociates.com |
|--|---|

| | |
|--|--|
| COMPANY Edge Design Associates | |
|--|--|

| | |
|--|------------------------------|
| ADDRESS 24 Frank Lloyd Wright Drive, Suite H1800, P.O. Box 533, Ann Arbor, MI 48106 | PHONE 734.558.2212 |
|--|------------------------------|

| | |
|--------------------------------------|--------------|
| NAME OF PARENT COMPANY N/A | PHONE |
|--------------------------------------|--------------|

| | |
|-----------------------|--|
| ADDRESS N/A | |
|-----------------------|--|

**ATTACHMENT C:
COST PROPOSAL
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION
BUILDING RENOVATION/EXPANSION/NEW BUILD**

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

| COST PROPOSAL | |
|------------------------------------|-------------------|
| ITEM | BID AMOUNT |
| Phase 2 (From Date of Appointment) | \$63,480 |
| Phase 3 | \$119,255 |
| Phase 4 | \$404,430 |
| TOTAL BID AMOUNT | \$587,165 |
| ADDITIONAL BID ITEMS | |
| | \$ |
| | \$ |
| GRAND TOTAL AMOUNT | \$587,165* |

*See Cost Proposal Clarifications – Our Proposal is based upon an Hours Budget that we will negotiate/confirm once the actual work scope has been agreed upon. The hours budget is based upon our experience with similar projects.

Firm Name Edge Design Associates, Inc.



Authorized signature

Printed Name Daniel P. Mooney

Date May 10, 2024

Cost Proposal Clarifications

Hourly Rates for the Duration of the Project

| | | |
|---------------------|------------------------------------|------------|
| Project Manager | Daniel P. Mooney, AIA President | \$155/hour |
| Comptroller | Ron Thomas, AIA Sr. Vice President | \$155/hour |
| Project Coordinator | Heather Buffone, NCIDQ | \$135/hour |

Work Scope Durations

| | | | |
|---------------------------|------------------------|--------------------|-----------|
| Phase 1: Needs Assessment | One (1) Week | | |
| Project Manager | 24 Hours/Week x 1 week | = 24 Hours x \$155 | = \$3,720 |
| Project Coordinator | 16 Hours/Week x 1 week | = 16 Hours x \$135 | = \$2,160 |
| | | Budget Total | \$5,880 |

| | | | |
|-------------------------------|-------------------------|---------------------|------------|
| Phase 2: Concept Plans | Eight (8) Weeks | | |
| Project Manager | 24 Hours/Week x 8 Weeks | = 216 hours x \$155 | = \$33,480 |
| Comptroller | 09 Hours/Week x 8 Weeks | = 72 hours x \$155 | = \$11,160 |
| Project Coordinator | 12 Hours/Week x 8 Weeks | = 96 hours x \$135 | = \$12,960 |
| | | Budget Total | \$57,600 |

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

| | | | |
|---------------------|--------------------------|---------------------|------------|
| | 23 Weeks | | |
| Project Manager | 21 Hours/Week x 23 Weeks | = 483 hours x \$155 | = \$74,865 |
| Comptroller | 02 Hours/Week x 23 Weeks | = 46 hours x \$155 | = \$ 7,130 |
| Project Coordinator | 12 Hours/Week x 23 Weeks | = 276 hours x \$135 | = \$37,260 |
| | | Budget Total | \$119,255 |

| | | | |
|---------------------|-----------------------------|----------------------|-------------|
| Construction | 78 Weeks (18 Months) | | |
| Project Manager | 21 Hours/Wk x 78 Weeks | = 1638 hours x \$155 | = \$253,890 |
| Comptroller | 02 Hours/Wk x 78 Weeks | = 156 hours x \$155 | = \$ 24,180 |
| Project Coordinator | 12 Hours/Wk x 78 Weeks | = 936 hours x \$135 | = \$126,360 |
| | | Budget Total | \$404,430 |
| | | Grand Total | \$587,165 |

Reimbursable Expenses

Meals, Printing and Overnight Travel at our Direct Expense

**ATTACHMENT D:
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION
BUILDING RENOVATION/EXPANSION/NEW BUILD**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

PREPARED BY
(Print Name)
Daniel P. Mooney

DATE
5.10.2024

TITLE
President

DATE
5.10.2024

AUTHORIZED SIGNATURE



E-MAIL ADDRESS
dmooney@edgedesignassociates.com

COMPANY
Edge Design Associates

ADDRESS
24 Frank Lloyd Wright Drive, Suite H1800,
P.O. Box 533, Ann Arbor, MI 48106

PHONE
734.558.2212

NAME OF PARENT COMPANY
N/A

PHONE

ADDRESS

TAXPAYER I.D.#
46-2624616

**ATTACHMENT E:
FIRM QUESTIONNAIRE
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION
BUILDING RENOVATION/EXPANSION/NEW BUILD**

Please give the following information regarding your proposal:

1. List three (3) Municipal agencies (within the U.S.A.) that you have performed this service for a similar project in the last ten (10) years:

Name: Ann Arbor District Library Contact Person: Josie Parker
Phone #: 734.330.6628 E-mail address: josieisatbarn@gmail.com
Approximate Combined Portfolio Value: _____

Name: Baker College Contact Person: Jacqui Spicer
Phone #: _____ E-mail address: jacqui.spicer@baker.edu
Approximate Combined Portfolio Value: _____

Name: City Ferndale Contact Person: Joseph Gacioch
Phone #: 248.546.2399 E-mail address: jgacioch@ferndalemi.gov
Approximate Combined Portfolio Value: _____

2. List states and categories in which your organization is legally qualified to do business:

Edge Design Associates, Inc. is a full architectural firm legally qualified to do business in the State of Michigan.

3. Answer Yes/No to the following. If "Yes" explain. In the last 5 years, has your company:

a. Had a contract terminated by a client for cause?

No.

b. Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of Owner's Representative Services?

No.

4. Does your firm provide other Services besides Owner's Representative Services? If "Yes" Explain what other services you provide and identify the percentage of its business devoted to exclusively Owner Representative Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.

We maintain a steady stream of architectural projects in various phases that are being taken care of by members of the firm that won't be assigned to this project. Daniel P. Mooney will be fully engaged on your project as his primary focus for the entire contract. Ron and Heather will support the project in a steady part time capacity to remain familiar with the project and they will become more involved when specific tasks require their expertise.

5. Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

We use various forms of software and management systems to maintain communication with the Project Team including all the Microsoft 360 products. Our preferred internet based management system is ProCore to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.). As your Owner’s Rep. we will work with you and the Project Team to incorporate a common management system that is convenient and easy to navigate for everyone.

6. Describe the firm’s method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

Our philosophy regarding design, project budgets and scheduling is the sum of the following:

Project Budgets – Cost overruns are the number one cause of disputes between the Owner and the Construction Manager. Communication is the key to developing a reliable project budget. As your Owner’s Rep., we encourage early planning between the architect, the builder (CM or trusted GC) and owner to develop a conceptual budget that gets refined as the project develops. Once the budget is determined we will identify the potential risks and recommend appropriate contingency to cover the risk them. From that point forward and through project closeout we proactively assess the known risks and be on the lookout for potential risks at every phase of the project to maintain the budget ceiling. We treat your budget as if it were our own. The four major components of a comprehensive budget include the following:

Construction Costs

Line Item Budget
 (+/- 120 items)

 Contingency

Subtotal

FF & E Components

Partial List/TBD
 Furniture
 IT
 A/V
 Equipment
 Computer
 Technology

 Contingency

Subtotal

Architectural/Engineering Fees

Architectural
 Structural
 Mechanical
 Electrical
 Plumbing
 Specialty Consultants

 Contingency

Subtotal

Owner Costs

We have identified over
30 line items of owner costs
 Subtotal

Renovations add a level of uncertainty that must be accounted for separately in the budget, including its own contingency. Projects with long durations require accommodation for escalation/inflation.

The City may have a general idea of the overall cost of the project based upon historical data, past projects or even available funding. The architect brings a level of expertise based upon previous project expertise and the CM can provide benchmarking of recently completed projects within the region. In addition to providing Owner's Rep. services, we have been the architect for several large scale projects with complex budgets that required acute sensitivity to the budget and an understanding of how the CM develops their cost models. This experience sets us apart from the non-Architect led Owner's Representatives. Quite simply, we know how to handle the CM from the architect's perspective while advocating for the Owner. As your Owners Rep we will foster open communication to balance design goals, programmatic needs, durability with the project cost and advise you of your options. The Project Budget will be continually monitored, refined, and updated over the life of the project.

Project Scheduling – Funding, approvals, entitlements, design and construction methodology all impact the duration of a project. As your Owner's Rep. we will collaborate with you, the architect and the CM to jointly develop a realistic project schedule. The key to a successful project is to promote ownership in the process and hold each entity accountable for deliverables so the project evolves in a timely and efficient manner.

Quality Control – As practicing architects, we understand quality control and we have the potential to review the design documents and construction documents in an in-depth and thorough manner that cannot be matched by the non-architect led Owner's Rep. We know what we are looking at and we know what the architect should have on their drawings in their specifications and what they should be looking for. We literally have a second set of eyes on your project.

Design – While not directly related to the question, design and the design process has a significant impact on an accurate budget and maintaining a project schedule. As architects, we are uniquely qualified to manage the design process while advocating for the Owner. We know what the architects need to accomplish, and we know how to hold them accountable, and we can tell if they are on schedule or not. This separates us from the non-architect Owner's Rep.

Design, Budget and Schedule – All three components need to be addressed at every juncture and on a continuous basis so the owner can make informed decisions. As the design evolves, the budget and schedule are updated. The architect must provide the appropriate level of detail for the CM to accurately price the project. The owner needs to provide timely decisions to maintain the project schedule. The Owners Representative continuously monitors the progress and ensures all three entities are on the same side.

7. Describe how the firm stays up-to-date on all construction code, regulatory and other legal requirements related to community buildings.

As practicing architects, we are intimately familiar with the Michigan Building Code, NFPA Life Safety Code, and all regulations promulgated by the State of Michigan. We are also familiar with

all local regulations with regard to zoning, entitlements and any other regulations that may be encountered with the proposed project. In addition, architects are required to obtain continuing education credits related to sustainable design and the life safety and welfare of building occupants in general. Many of these topics include the code requirements, design trends and technology related to community buildings.

8. Describe your firm's preferred plan for on-sight observation/supervision of the project.

We can tailor our level of on-sight observation/supervision of the project to meet your needs. In our experience, weekly meetings on site will augment the contractual obligations of the architect and maintain the decision-making requirements to allow the CM to maintain their construction schedule. Aside from on-sight meetings, off-site meetings with the Owner's Team to manage and coordinate owner related items such as A/V, technology, FF & E and move manage so that it coincides with construction is also required on a weekly basis.

9. Provide any additional information that the City should consider regarding your experience, proposed services and / or the Project.

Over the years we have had the opportunity to provide owners representative services to a number of our clients. In most cases the rapport we developed with the Owner early in the project led them to add these services to our contract; providing them with substantial savings over hiring a third party firm to provide these services. Our ability to work collaboratively with the construction manager and fulfill our contract while advocating for the owner resulted in a win-win for all parties. The Owner was rewarded with a project that was completed on time at the lowest possible and highest degree of functionality and quality. The key to this arrangement is honesty, transparency, communication and managing expectations. Early in the process the Team identified the goals of the project including design, cost and schedule. At each phase of development, the design, budget and schedule were refined and updated until the project was completed.

The Top Ten Reasons why the Architects from Edge should be your Owner's Rep.

1. We understand the design and construction process from beginning to end
2. We have executed similar projects as the architect
3. We think ahead and proactively identify and minimize risk
4. We understand the Codes and can identify and minimize risk
5. We know relative construction costs and we proactively seek value
6. We have hired the CM/GC, we speak their language and understand their processes
7. We have specified and coordinated FF & E, IT, A/V and other owner related systems
8. We promote team work and focus on results not busywork to justify our fees
9. We are expert listeners, and we communicate in an easy going manner
10. We are a trusted ally to ALL Team Members

Owner's Representative Services for City of Birmingham - Birmingham YMCA

May 2024 | www.kramermg.com



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01

Cover Letter

May 10, 2024
Ms. Jana Ecker
City Manager
151 Martin Street
Birmingham, MI 48009

Re: Owner's Representative Services Proposal

Dear Ms. Ecker,

I can't thank you enough for the opportunity to present the qualifications of Kramer Management Group to assist you in the management of this very exciting project. I am very confident that our team at KMG is very well suited to help guide you through the many tasks necessary for a project of this scale and complexity. With great opportunity comes great responsibility. Our team is perfectly well prepared to assist you throughout this project with great success.

Simply put: This is exactly what we are built to do!

We take a team approach with all our projects. That includes not only the Owner's side of the fence, but also those of all stakeholders. We have learned that close collaboration and teamwork with our design and construction partners, as well as the many vendors and suppliers that support our projects is the best path to success. The industry has become more and more collaborative and integrated than ever before, and our team helps guide that diverse group of business interests under clear leadership and organizational discipline. Our team members are ready to begin work with you immediately and help guide this project to completion.

The core purpose of the Kramer Management Group is "To provide Leadership, Expertise, and Guidance to Construction Owners, ensuring their greatest return on investment". That says a lot, but it truly represents what we bring to our clients. Our approach as an Owner's Representative is to serve as a seamless extension of the Owner's internal staff, providing expertise in the areas of Development, Financial Management, Design and Construction, as well as activation of the finished asset. By selecting Kramer Management Group, your best interests will be well represented throughout all phases of the project. In this proposal, we hope to demonstrate that Kramer Management Group is the right choice for you for the following reasons:

1. Our team's experience in delivering complicated projects of this size and larger throughout Michigan and doing so with the greatest level of success.

2. Our experience working with Municipalities such as the State of Michigan, City of Lansing and its Board of Water and Light, Ingham County, and multiple other public entities.
3. Our highly qualified team members are well versed in all tasks and responsibilities.
4. Our team takes our role as your representative very seriously and will work diligently to ensure your best interests are secured at every phase of the project.

Foremost in the value you will receive from Kramer Management Group is that we will do whatever it takes to make your project a success. If there is any need on behalf of the owner, we will provide the proper resource to meet that project requirement on your behalf. Our handpicked team of leaders will give you exactly what you need on this project and support you in achieving all your goals.

We look forward to sharing the credentials of our team with you and discussing how we may best help you manage this great project.

With sincere appreciation for the opportunity,

Peter W. Kramer



President
Kramer Management Group, Inc.

02

Company Profile

COMPANY PROFILE

Name of Firm

Kramer Management Group, Inc.

Date of Incorporation

Endorsed by the State of
Michigan March 12, 2010

Organizational Structure

Sub S Corporation

EIN

27-2156098

Point of Contact

Peter W Kramer, President

1305 S. Washington Ave, Suite 101

Lansing, MI 48911

517-719-4006 cell

517-7999-9196 ofc.

517-999-9292 fax

Pete.kramer@kramermg.com

Firms Address

1305 S. Washington Ave

Suite 101

Lansing, MI 48911

Representation of Good Standing

Kramer Management Group is in good standing with the State of Michigan, and all governmental units therein. All necessary licenses, permits, certifications, approvals and authorizations are fully in place for the faithful performance of obligations in connection with this RFP.

03

Executive Summary

EXECUTIVE SUMMARY

The primary element of providing Owner's Representative services, is to allow the Owner to focus their critical internal resources on their current operational responsibilities. Most clients we serve are running municipalities, public institutions, major corporations, healthcare organizations, or are private developers of complicated projects. Regardless of their business practice, their daily obligations of running their business are complex and very demanding. Adding the management of a major capital project to their daily obligations poses great risk, beyond those of the project itself. Our approach is to directly serve as an extension of the owner's internal staff resources as if we are an integral member of their team. Our decision-making process, reporting process, and commitment to the organization are exactly as it would be if we were their permanent employees. By maintaining that focus, our role is made clear. We have no conflicts of interest.

With this focus in mind, we plan to analyze your project from every aspect, and develop a comprehensive program management plan that best delivers the project expediently, and most cost effectively. We will evaluate every aspect of the project and use our project delivery experience to establish a work plan that best meets the goals and objectives. We are very accustomed to doing this with our architectural and construction partners, and they appreciate the guidance and leadership we provide to their delivery methods.

Your requested scope of work is very well defined and is in keeping the standard of care we provide to all our customers. Our team is well versed in all the stated tasks, and we will exceed your expectations.

Our scope of services aligns with the contractual obligations set forth in the provided Agreement and we have executed that with few modifications.

04

Completed Projects & Experience

COMPANY EXPERIENCE AND REFERENCES

KMG has a broad range of experience with public owners and municipalities. With over \$4 Billion in construction projects managed by KMG over the last 20 years, our experience is significant.

The following projects are but just a few of the many we have performed successfully for our customers, and are provided to demonstrate the level of professional services we provide on a regular basis.

Our customers include:

State of Michigan

Michigan State Senate

City of Lansing

Ingham County

Michigan State University

Lansing Board of Water and Light

Wayne State University

McLaren Healthcare Corporation

Just to name a few. Please review the following pages for examples of our successful projects.

CORPORATE CAPITAL

MCLAREN HEALTHCARE CORPORATION

When McLaren set out for a long-term, corporate capital improvement, they engaged with KMG to provide support. KMG was tasked with the implementation and management of nearly \$1.5 Billion in projects spanning eight years. Since the beginning of the partnership, KMG managed over 75 projects ranging from \$500,000 to \$601M. Our engagement allowed McLaren Healthcare to continue their internal focus on managing corporate healthcare operations while relying on Kramer Management to successfully manage their capital improvement program. By applying unique project delivery methods, value management techniques, and risk management tools we were able to deliver these projects on time and on budget. The choice to re-engage with KMG for their most recent, important McLaren Lansing campus was a direct result of the success and trust relationship built throughout the eight years.

PROJECT HIGHLIGHTS

Project status:

Various stages of Development, mostly completed between 2015-2022.

Services provided:

Real Estate Consulting, Program Management, Owners Representation

KMG Staff:

Pete Kramer, Mike Morgan, Dan Rooney, Matt Krupa, Carrie West, Catherine Tome, Russ Burt

Basis of compensation:

Hourly Reimbursable Billing Rates

Design & construction completed key project successes:

These projects utilized Design Build, Construction Manger at Risk, General Contracting, or CM Agency delivery methods, each achieving their budget and schedule goals with great success.

Contact information:

Daniel Medrano
McLaren Healthcare Corporation, VP Corporate Facilities

810-342-2553
daniel.medrano@mclaren.org

Contractors:

Multiple contractors engaged under various delivery methods such as Design/Build, CM, and General Contracting. Select firms include: Barton Malow, Christman, Granger, Auch, Roncelli, Clark, Siweck, Sorensen Gross.

A/E professionals:

Smith Group JJR, Gresham Smith Partners, Harley Ellis Deveraux, IDS, AECOM, Callison RTKL, Hobbs and Black, Stucky Vitale, IMEG.

Eight Years - Over 75 Projects

\$1.5 Billion Delivered Successfully



Macomb

\$68M Addition
Completed: 2022



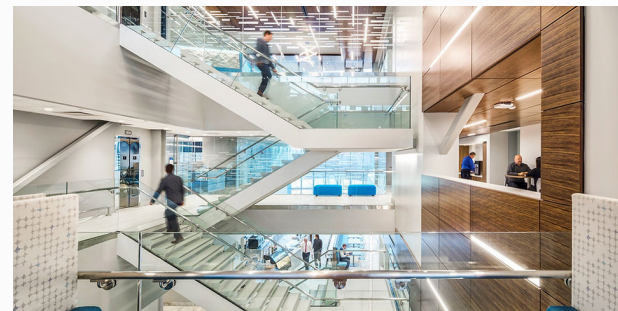
Port Huron

\$157M Addition & Renovation
Completed: 2021



Lapeer

\$27.5M Addition
Completed: 2021



Corporate Headquarters

\$25M New Construction
Completed: 2017



Karmanos Weisberg

\$47M Addition & Renovation
Completed: Summer 2022



Northern MI

\$158M Addition & Renovation
Completed: 2021 & 2023



West Branch

\$129M Renovation
Completed: 2020



Lansing Health Care Campus

\$601M New Construction
Completed: 2022

“Kramer Management Group’s superb performance as McLaren’s Owner Representative has been instrumental in the implementation of nearly \$1.5 billion of total system capital projects.”

- Daniel Medrano, VP Corporate Facilities

STATE SENATE OFFICES

STATE OF MICHIGAN

The KMG team served as the Owner's Representative for the Michigan State Senate for their relocation to the Capital View Office Building. The Senate was previously located in the Farnum Building downtown Lansing. Under a purchase agreement with a private developer, the Senate purchased 7 floors of the existing Capitol View Building. KMG managed the design and construction activities for this relocation on behalf of the Senate and coordinated all activities with the Developer, Architect, Construction Manager, and multiple state agencies. This building now provides space for 30 senator's suites, along with multiple hearing rooms and conference rooms for the operation of all senate business. Additionally, all business office functions will relocate to this facility so that all activities of the senate can be co-located. KMG also coordinated all furniture, technology, security, surveillance and food service equipment installations for the Senate. The project was completed in December 2016

PROJECT HIGHLIGHTS

Project status:

Completed 2016

Delivery Method:

CM

KMG Staff:

Pete Kramer, Mike Morgan,
Russ Burt, Catherine Tome

Project Value:

\$22M

Owner:

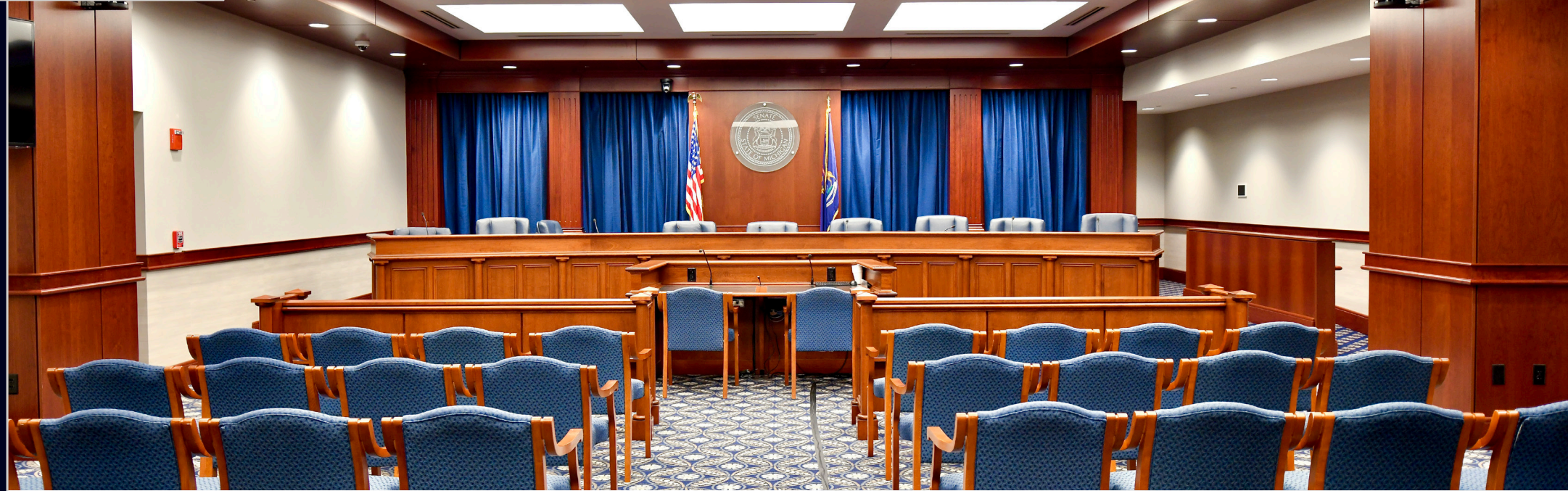
State of Michigan
Jordan Hankwitz
Chief Strategy Officer
Stunio
jordanchankwitz@
hotmail.com
231-690-0384

Constructor:

Clark Construction

Design professional:

Saroki Architecture



NEW JUSTICE COMPLEX

INGHAM COUNTY

The Ingham County Justice Complex is a new construction project consisting of a Sheriff's Office, Jail, and District Court. KMG was engaged as the Owner's Representative after a feasibility study was conducted under the previous Sheriff's administration was used to secure the millage approval. Our team immediately led the effort to identify and organize a steering committee comprised of representatives from each of the stakeholder groups to identify program needs within the bounds of the project budget identified as millage funds. Kramer Management has managed the selection process for the architect, all consultants, and the construction manager. We worked directly with the County legal and purchasing departments to develop all contracts for the project on behalf of the County. KMG also led the procurement effort for all owner provided components including FF&E, owner vendors, services, and internal groups such as IT and communications. The project was constructed on the same site as the existing complex, so careful consideration was taken in identifying a project approach that would ensure operations were not affected by construction both prior to and after the County's transition to the new facility. The project utilized a delivery method that included early procurement of a construction manager and design assist partners to ensure budget and schedule needs of the project were closely monitored and achievable.



PROJECT HIGHLIGHTS

Project status:
Completed 2023

Delivery Method:
CM

KMG Staff:
Pete Kramer, Mike Morgan,
Tom Shanley, Carrie West

Project Value:
\$79M

Owner:
Ingham County
Scott Wriggelsworth
Ingham County Sheriff
swriggelsworth@ingham.org
517-676-8205

Constructor:
Granger Construction

Design professional:
BKV Group



HACO OFFICE RENOVATION

LANSING BOARD OF WATER AND LIGHT

The Haco Drive office building was managed entirely by Kramer Management Group. For this project, KMG served as the Owner's Representative from the initiation phase of the project through final occupancy. KMG managed the architect selection process and developed all design contracts on behalf of the BWL. Our team led the development of the space program and overall design of the project to ensure the job was delivered within the authorized budget.

KMG provided substantial benefit to the BWL by also serving as the Construction Manager (agent) managing multiple trade contractors in the delivery of the project. All trade contracts were bid and awarded in accordance with the BWL's purchasing policies and contracts were held directly between the BWL and the contractors. This method saved over \$500k in added expense for CM or General Contracting fees and insurances, and each contractor was insured and bonded directly to the BWL and allowed the project to be completed within a high quality level and within budget. This project required the complete demolition of all interior construction elements and demolition of an existing 2 story structure that was no longer needed. State of the art design elements such as conference rooms, athletic facilities, break areas, technology, and office furniture were incorporated to make this a great work environment.



PROJECT HIGHLIGHTS

Project status:
Completed 2015

Delivery Method:
Multi-Prime

KMG Staff:
Pete Kramer, Mike Morgan,
Russ Burt, Catherine Tome

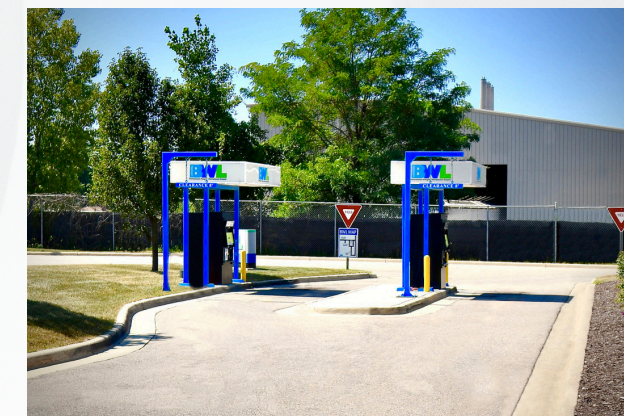
Project Value:
\$12M

Owner:
Lansing Board of
Water and Light

Dick Peffley
General Manager
rrp@lbwl.com
517-702-6210

Constructor:
Kramer Management Group

Design professional:
Mayotte Group



GRAND RAPIDS RESEARCH MICHIGAN STATE UNIVERSITY

At the time, the GRRC was the largest off campus capital investment by MSU. To meet funding goals established by the MSU Administration, College of Human Medicine, and available Philanthropic efforts, KMG worked closely with MSU's infrastructure, planning and facilities engineers to establish quality standards that incorporated private sector best practices, with LEED/Sustainability goals to achieve a price point that allowed MSU to maximize their investment.

The result was a highly efficient, but cost effective off campus development completed under budget and on schedule. Incorporating Design Assist negotiated contracts for critical elements allowed target value design methods to be applied with great success.



PROJECT HIGHLIGHTS

Project status:
Completed 2017

Delivery Method:
CM

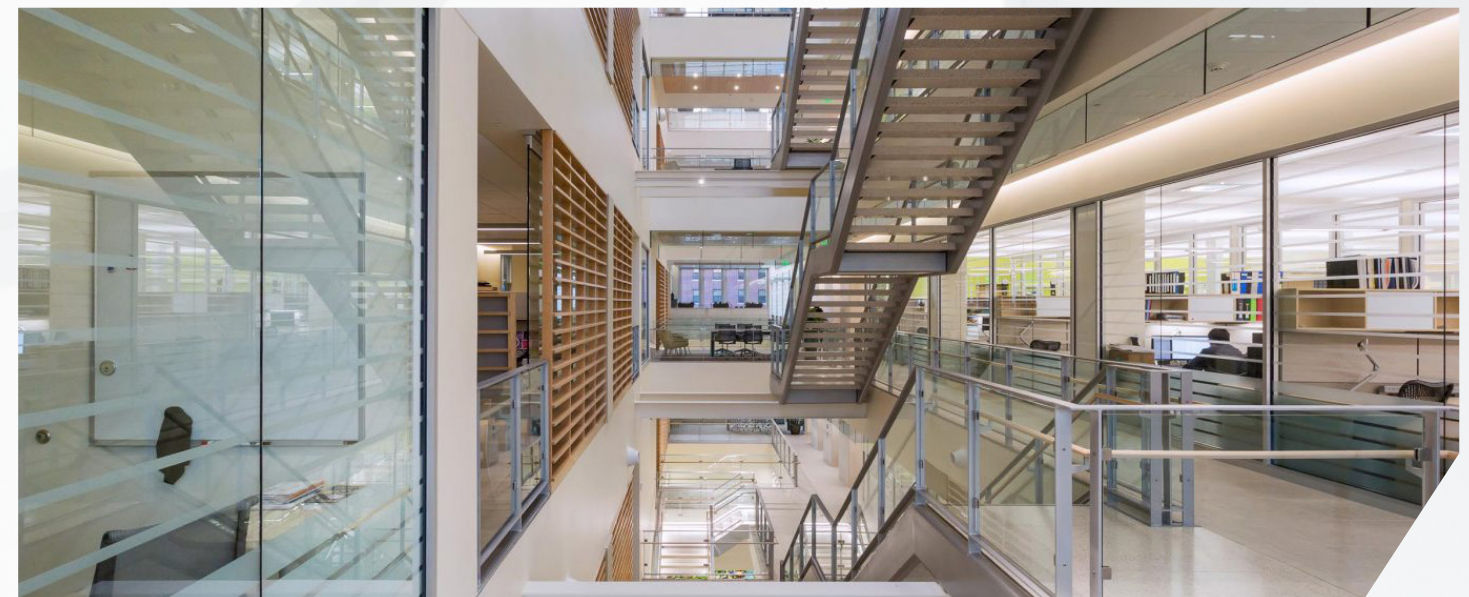
KMG Staff:
Pete Kramer, Mike
Morgan, Russ Burt

Project Value:
\$88M

Owner:
MSU Board of Trustees
Richard Temple, AIA LEED AP
Office of Health Sciences
Director of Facilities
and Real Estate
616-234-2603

Constructor:
Clark-Rockford

Design professional:
SmithGroup



REO TOWN PLANT & HEADQUARTERS

LANSING BOARD OF WATER AND LIGHT

Lansing Board of Water and Light (BWL) entrusted the Kramer Management Group with the new construction of the \$182M Reo Town Plant and Headquarters, completed in 2013. KMG served as the Owner's Representative for BWL, establishing the entire program management plan and identifying optimal delivery methods for each project component. The resulting campus consists of a new natural gas fired power generation system providing 110MW of electricity and 300,000 pounds per hour of steam to the city of Lansing as well as a 50,000 square foot headquarters building. KMG utilized Construction Management delivery methods for the construction of the main power plan, General Contracting methods for the corporate offices, and Design Build methods for the new Steam Trestle across the Grand River. This project also included the historic restoration of the former Grand Trunk Railroad Depot originally constructed in 1902. A complete resotration of this facility was completed and now serves as a premier community asset and a key component of the revitalization of the Reo Town neighborhood. KMG oversaw every stage of the project, from multiple RFQ/RFP process for all engineering and architectural services and construction services to the prodcurement of more than \$70M in major equipment. Always keeping the client's investment in mind, KMG was able to save the BWL more than \$10M in additional fees and markups.



PROJECT HIGHLIGHTS

Project status:
Completed 2013

Delivery Method:
CM

KMG Staff:
Pete Kramer, Mike Morgan,
Catherine Tome

Project Value:
\$182M

Owner:
Lansing Board of
Water and Light

Dick Peffley
General Manager
rrp@lbwl.com
517-702-6210

Constructor:
Christman

Engineer Plant:
Burns and Roe



05

Team Member Qualifications & Experience

PROJECT TEAM

QUALIFICATIONS & EXPERIENCES

Kramer Management Group, Inc. is a privately-owned Michigan corporation formed in 2010 in Lansing, Michigan. Pete Kramer founded the company after delivering successful construction projects as a principal and owner at a large construction management company, wanting to bring construction management and development experience directly to the Owner's and Developers of major projects. Prior to that Pete served as an officer in the US Army for 12 years where leadership and teamwork were the foundation of his early career development.

Kramer Management Group is currently serving as Owner's Representative on active construction projects totaling over \$1.5 Billion. Our projects range from small projects, to programs over \$600,000,000.

The expert resources at Kramer Management Group have collectively delivered over \$4 Billion worth of construction projects over the last 20 years as Construction Managers and Owner's Representatives and have been directly involved with some of the most challenging and significant construction projects throughout Michigan. The company's expertise spans nearly every major construction market including Hospitality and Entertainment, Higher Education, Healthcare Power Generation and Infrastructure, Municipal Facilities, Government offices, and K-12. This experience provides us with a great database for relevant project data such as costs, schedules, and delivery methods which can be applied to your project with confidence. We are also very familiar with the qualifications of virtually every Architectural firm and Construction Management firm across the state and nationally, including those already selected for your project. This experience and familiarity with the marketplace affords us the ability to provide well-informed recommendations to your team. More importantly, being a firm experienced across all areas of Michigan, we are very familiar with all of the relevant trade contractors for projects like yours and understand the current market risks that exist today.

Assigned to this project are the following key resources:



Pete Kramer
President



Mike Morgan
Senior Vice President



Brian Deming
Vice President



Tom Shanley
Project Director



Russel Burt
Quality Control &
Schedule Mgmt.



Carrie West
Project
Coordinator

TEAM INFORMATION

EXPERIENCE AT A GLANCE...

HEALTHCARE...

- Over \$1.5B in Projects Delivered
- 75 Projects across Michigan
- Served as Owner's Developer for new Campuses as well as expanded ones

MUNICIPAL

- \$3.3B Renovated
- Parking
- Historic Renovation
- Entertainment Venues

K-12...

- At least Seven school Districts Partnered
- Projects Include: Athletic Facilities Performing Arts Event Centers

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

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PROJECT TEAM



Pete Kramer
President

- 30+ years of experience with major developments
- Development, Project Delivery Methods, and Contract Risk Management



Mike Morgan
Sr. Vice President/Project Planning

- 25+ years Construction Management experience
- Specializes for pre-construction planning and value management.



Brian Deming
Vice President / Director

- 25 years managing projects of all types
- Expert in Project Delivery and Team Building
- Experience in municipal work
- Responsible for oversight of all Owner's Representative services.



Tom Shanley
Project Director

- 20+ years experience managing complex construction projects.
- Highly collaborative leader with Facility Management Experience



Russel Burt
Quality Control & Schedule Mgmt.

- Technical expert in field operations and quality control
- Ability to spot nonconforming work before it's too late
- Highly collaborative with construction management teams to build teamwork and cooperation on the jobsite



Carrie West
Coordinator

- Leads KMG's procurement tracking and expediting team
- Specializes in all aspects of supply chain management
- Positive Attitude that's contagious for all team members
- Financial Management Specialist



06

Work Plan & Approach Timeline

SCOPE OF WORK

Kramer Management Group understands what is required to successfully manage your project and we have assembled a team of extremely experienced staff ready to support each of the tasks specified. While the project is still being evaluated for the final scope and budget, our services are not dependent on that decision being made at this time. Whether the project is a renovation of the existing facility, the demolition of the facility and construction of a new one, or a combination of the two does not change our approach or our anticipated scope of services. Our proposal to you will be consistent with either approach. There will likely be modifications to the project schedule, and therefore the duration of time spent by our staff will need to be finalized once the scope of the project, and overall duration are finalized.

We have evaluated the information provided in the RFP, and are anxious to see the work product NORR is putting together for the feasibility Study. Our first task will be to focus on the multiple options provided to your ad hoc committee, and help you evaluate your options, and determine the best path forward for your project.

We have reviewed the entire scope of work as stated in the RFP and accept all the stated responsibilities without exception. Our standard services provide all of that and more.

To further demonstrate our understanding of the basic services necessary, we have taken the task list you provided and using our experience with similar projects, have prepared a more detailed schedule showing what we believe to be a likely work plan from now through final completion and close out activities for the project. We understand that this does not line up exactly with your timeline, but we feel this detailed schedule provides the proper durations needed to plan and design the project, while expediting construction activities to complete the work as soon as reasonably possible.

A detailed project schedule is provided on the following page.

| Task Name | Start | Finish |
|---|------------------|-------------------|
| Phase 2 | 5/10/2024 | 7/22/2024 |
| Owner's Rep Procurement | 5/10/2024 | 5/20/2024 |
| Owner's Rep (OR) RFP Due | 5/10/2024 | 5/10/2024 |
| OR Contract Award | 5/20/2024 | 5/20/2024 |
| Concept Design | 6/19/2024 | 7/22/2024 |
| Review 90% Report by Norr | 6/19/2024 | 6/19/2024 |
| Final Report Due | 6/21/2024 | 6/21/2024 |
| Evaluate Options and Select Concept | 6/24/2024 | 7/10/2024 |
| Final Concept Presented to City Commission | 7/22/2024 | 7/22/2024 |
| Phase 3 | 5/16/2024 | 4/7/2025 |
| A/E Procurement | 5/16/2024 | 9/18/2024 |
| Architect / Engineer (A/E) RFQ Due | 5/16/2024 | 5/16/2024 |
| OR review A/E RFQ | 5/22/2024 | 5/22/2024 |
| Short List A/E | 5/29/2024 | 5/29/2024 |
| Draft A/E RFP | 5/29/2024 | 5/29/2024 |
| Issue A/E RFP | 7/23/2024 | 7/23/2024 |
| A/E RFP Due | 8/22/2024 | 8/22/2024 |
| OR Review A/E Proposals | 8/23/2024 | 8/28/2024 |
| Shortlist A/E Interviews | 8/29/2024 | 8/29/2024 |
| A/E Interviews | 9/4/2024 | 9/4/2024 |
| Recommend A/E Contract to City Commission | 9/16/2024 | 9/16/2024 |
| A/E Contract Award | 9/18/2024 | 9/18/2024 |
| Design Period | 9/19/2024 | 4/7/2025 |
| Schematic Design (SD) | 9/19/2024 | 10/30/2024 |
| SD Review and City Commission Approval | 10/31/2024 | 11/18/2024 |
| Design Development (DD) | 11/19/2024 | 1/13/2025 |
| DD Review and City Commission Approval | 1/14/2025 | 1/20/2025 |
| Construction Documents for Bidding | 1/14/2025 | 4/7/2025 |
| Phase 4 | 4/8/2025 | 10/27/2026 |
| General Contractor (G/C) Procurement | 4/8/2025 | 5/19/2025 |
| Issue CD Drawings for Bidding | 4/8/2025 | 4/8/2025 |
| Bid Period | 4/9/2025 | 5/6/2025 |
| G/C Bids Due | 5/7/2025 | 5/7/2025 |
| Post Bid G/C's | 5/8/2025 | 5/14/2025 |
| G/C Recommendation to City Commission | 5/19/2025 | 5/19/2025 |
| Construction | 5/20/2025 | 9/7/2026 |
| Procurement/Shop Drawings | 5/20/2025 | 6/30/2025 |
| Construction | 7/1/2025 | 8/24/2026 |
| Closeout/Punchlist | 8/25/2026 | 9/7/2026 |
| Owner Occupancy | 9/8/2026 | 9/28/2026 |
| Open for Customers | 9/29/2026 | 9/29/2026 |
| Financial Closeout/Project Completion | 9/30/2026 | 10/27/2026 |

07

References



Richard Peffley
Interim General Manager
517-702-6312
rpeffley@lbwl.com

July 22, 2015

To Whom It May Concern,

It is with great pleasure I write this letter to recommend the Kramer Management Group (KMG) on behalf of the Lansing Board of Water & Light. As the interim general manager of the BWL, I oversee the success of all projects, from groundbreaking to completion for the company.

For the last four years, KMG has successfully represented the BWL's best interest on over \$210 million worth of capital improvements, including the REO Town Cogeneration Plant and Headquarters, Wise Road plant renovations and Haco Drive renovations. They also managed the historic preservation of the REO Grand Trunk Depot with great respect for our community asset. I served as project manager on these four projects and worked directly with Pete Kramer and his team.

KMG has not only helped manage projects, they have done so with great financial benefit. Thanks in part to the creative manner in which KMG manages, over \$10 million was saved building our REO Town plant and office building. This savings was achieved because KMG oversaw the direct purchase of over \$70 million worth of industrial equipment saving the BWL multiple mark ups and ensuring timely delivery of mission critical components of this complex project.

The group was also immediately responsive when the BWL needed emergency repairs at the Wise Road water plant. They made efficient assessments and needed repairs quickly, all while keeping the plant fully operational during the two year project.

In addition, KMG's understanding of highly efficient work spaces also resulted in a well-planned and cost-effective renovation of our Haco Drive corporate offices into new state of the art facilities our employees are proud to work in.

Throughout all of these ventures, Pete Kramer, Mike Morgan, William Mackay and others worked tirelessly to ensure the Lansing BWL's best interests were represented at all times, while ensuring all team members were successful in the delivery of our projects. KMG brings forward expertise in their field, acting as an extension of our staff, allowing the BWL to focus on providing affordable and reliable services to our customers. It is without hesitation I highly recommend Kramer Management Group for any future projects your company may be pursuing.

Most Sincerely,

A handwritten signature in black ink that reads "Richard R. Peffley".

Richard R. Peffley, Interim General Manager
Lansing Board of Water & Light

1201 S. Washington Ave. | PO Box 13007 | Lansing, MI | 48910-1650 | 517-702-6000 | www.lbwl.com



MICHIGAN STATE
UNIVERSITY

July 21, 2015

Mr. Pete Kramer, LEED AP
1305 S. Washington Ave.
Suite #101
Lansing, MI 48910

RE: Grand Rapids Research Center (GRRC)
Kramer Management Group (KMG) Contribution

Dear Pete,

We have reached the milestone where the GRRC has now moved into the construction phase of the project. I wanted to acknowledge the significant role KMG played in the project success to date. I especially wish to identify the leadership role that you and Mike Morgan provided as we navigated the project scoping and the construction delivery decision.

The GRRC presented several challenges that the University needed to address, including the off campus site in an urban environment, the project delivery decision for MSU vs. a Public Private Partnership (P3), the integration of a Design Architect with an Architect of Record firm, and a fast tract project utilizing design assist contractors. Many of these issues were new territory for MSU. KMG's experience, advice, and leadership have lead us to this successful point in the project.

Mike's expertise in cost estimating was a value added skillset during cost/scope alignment. It provided a valuable "second opinion" to the construction manager's cost model. The fact that Mike had cost modeled the project from conceptual design through the construction estimate has allowed him to gain insights into MSU's project goals and vision for the facility. This background will be valuable in his current role as MSU's Owner Representative during the construction phase. He has made a seamless transition into this new role, effectively becoming MSU's advocate for this phase of the project. Mike has the trust and respect of MSU, the architect, and the construction management team. We are highly confident he will lead a well-organized and integrated project delivery.

I look forward to continuing MSU's collaboration with the KMG team as we construct the GRRC.

Sincerely,



Richard J. Temple, AIA, LEED AP
Facility Planner, Project Administrator



**College of
Human Medicine**

Facility Planning
and Project
Administration

15 Michigan Street NE
Suite 450
Grand Rapids, MI 49503

616-234-2603
dick.temple@hc.msu.edu

MSU is an affirmative-action,
equal-opportunity employer.

JORDAN C. HANKWITZ
DIRECTOR, SENATE BUSINESS OFFICE



P.O. BOX 36036
LANSING, MICHIGAN 48909-7536
PHONE: (517) 373-1675
FAX: (517) 373-5326
E-MAIL: senbusinessoffice@senate.michigan.gov

Michigan Senate

March 15, 2018

To Whom It May Concern,

I am writing to recommend the excellent work of Kramer Management Group (KMG), based on my recent positive experience working with them as the Owner's Representative on the Michigan Senate's renovation of the Binsfeld Office Building, formerly known as the Capitol View building, in Lansing, Michigan.

KMG's expertise was paramount during all phases of our construction project. Pete Kramer provided excellent leadership, consultation, and direction by reviewing legal documents, advising on industry standards, and assisting with contract negotiations. Mike Morgan was a vital extension of the Senate's oversight and implementation team. His experience was invaluable as he kept the project on task engaging directly with the design builder, architect, and construction manager. He provided accurate market comparisons throughout the project and recommended excellent specialty consulting contractors to serve under KMG, advising on areas such as security system and AV design, furniture and interior design, and logistics planning. Because of the services provided by KMG, the renovation of the Binsfeld Office Building was completed on time and under budget despite an aggressive construction timeline.

In addition to the expertise they provided as an Owner's Representative in the construction industry, the KMG team was also a wonderful group of individuals with which to work. They were consistently professional and approachable, gaining the respect of all members of the project including the design builder, architect, and construction manager. KMG's foresight, logic, and strategic approach to the project was second-to-none and all parties benefitted from having KMG engaged as the Owner's Representative for the Michigan Senate.

I am very pleased to offer this letter of recommendation to anyone considering hiring Kramer Management Group for their project. Please feel free to contact me directly at (517) 373-1675 if you have any questions or would like additional information.

Sincerely,

A handwritten signature in blue ink that reads "Jordan C. Hankwitz".

Jordan C. Hankwitz
Director, Senate Business Office



08

Attachment A Agreement

ATTACHMENT A:

AGREEMENT OF OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

THIS AGREEMENT is entered into this 9th day of May, 2024, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) Kramer Management Group, Inc, whose address is 1305 S Washington Ave, Ste. 101, Lansing, MI 48910, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought proposals for an **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** of the building at 400 E. Lincoln; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** posted April 18, 2024, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of three years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all work completed by the Contractor through such date.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days after invoice unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractors role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the

Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

11. STANDARD INSURANCE REQUIREMENTS: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Contactor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

Contractor:
Kramer Management Group, Inc.
1305 S Wasington Ave, Ste. 101
Lansing, MI 48910

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any

succeeding breach of this same or of any other term, covenant or condition.

15. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 05/09/2024, to the City's Request for Proposals dated April 18, 2024 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor 05/09/2024 response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor
By: 
Its: PRESIDENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mark Clemence, Assistant City
Manager (Approved as to substance)

09

Attachment B

Bidders Agreement

**ATTACHMENT B:
 BIDDER'S AGREEMENT
 FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
 SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
 BUILD**


In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

| | |
|--------------------|-------------|
| Peter Kramer | 05/10/2024 |
| PREPARED BY | DATE |

| | |
|-----------------|-------------|
| Owner/President | 05/10/2024 |
| TITLE | DATE |

| | |
|---|--------------------------|
|  | Pete.Kramer@Kramermg.com |
| AUTHORIZED SIGNATURE | E-MAIL ADDRESS |

| | |
|-------------------------|--|
| Kramer Management Group | |
| COMPANY | |

| | |
|--|--------------------------------------|
| 1305 S. Washington Ave, Lansing, MI 48910 | 517-999-9196 ofc 517-719-4009 mob |
| ADDRESS | PHONE |

| | |
|-------------------------------|--------------|
| Kramer Management Group | 517-999-9191 |
| NAME OF PARENT COMPANY | PHONE |

| | |
|---|--|
| 1305 S. Washington Ave Lansing, MI 48910 | |
| ADDRESS | |

10

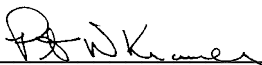
Attachment C
Cost Proposal

**ATTACHMENT C:
COST PROPOSAL
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
BUILD**

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

| COST PROPOSAL | |
|------------------------------------|-------------------|
| ITEM | BID AMOUNT |
| Phase 2 (From Date of Appointment) | \$18,250/month |
| Phase 3 | \$19,000/month |
| Phase 4 | \$23,000/month |
| TOTAL BID AMOUNT | \$625,500 |
| ADDITIONAL BID ITEMS | |
| | \$ |
| | \$ |
| GRAND TOTAL AMOUNT | \$625,500 |

Firm Name Kramer Management Group, Inc.

Authorized signature 

Printed Name Peter Kramer

Date_05/09/2024

COST PROPOSAL

Date available to begin work:

All of our team members are available immediately and without hesitation to begin work on your project.

We understand the status of your project and would like to commence immediately with the review and examination of all preliminary studies, concepts, costs estimates and other project information that can help inform us of the specific goals and expectations for the project and begin to put together our program management plan.

Unlimited access to qualified representatives:

KMG will provide unlimited access to qualified representatives throughout all phases of your project. That is one of the most significant strengths of our team in that we take an approach whereby multiple team members are involved in your project so that each brings their specific area of expertise to you at the right time of the project. It is not prudent for one individual to be expected to bring the full spectrum of expertise to a project such as this, so our team approach is the most responsible method we have found to deliver Owner's Representative services.

We also understand the uncertain elements of your project such as the exact timing of each element of the program. Given the uncertainty of exactly when each phase of your project will commence, our team based approach will allow us to support you throughout all phases with the appropriate resources required at all times.

We would expect that throughout all phases of the project, Initiation through Close Out, our team members vary their hours per week as needed based on the pace of the work, and the issues encountered during the project. During the preconstruction planning phase of your project, our time commitment will ebb and flow as necessary to keep pace with the progress on the job. One of the benefits of our team is that when your project does not require our activity, we do not charge for our time, or carry unnecessary burden for your project.

Total cost and terms:

For this project, we have put together an anticipated manpower requirement by phase. This manpower consists of our entire proposed staff and our anticipated level of effort required by each team member throughout the duration of the project. We have summarized that work effort into monthly cost allocations to provide a predictable and consistent cost to the project. Throughout all phases, KMG will be responsible for providing all staffing required to manage this project without limitation.

For this project, we have put together an anticipated manpower requirement by phase. This manpower consists of our entire proposed staff and our anticipated level of effort required by each team member throughout the duration of the project. We have summarized that work effort into monthly cost allocations to provide a predictable and consistent cost to the project. Throughout all phases, KMG will be responsible for providing all staffing required to manage this project without limitation.

Our proposed costs by phase are as follows:

| | |
|--|-----------------------|
| <i>Phase 2- two month duration through July 2024</i> | <i>\$18,250/month</i> |
| <i>Phase 3- eight month duration through March 2025</i> | <i>\$19,000/month</i> |
| <i>Phase 4- nineteen month duration through October 2026</i> | <i>\$23,000/month</i> |

The total amount for our services is anticipated to be roughly \$625,500 including all direct and indirect expenses. In the event the schedule is reduced or extended, the associated reduction or increase in monthly expense will accrue to the owner.

By utilizing this method of compensation, you have the full benefit of our entire company resources at any time and without limitation.

Reimbursable Expenses:

All Direct costs and Reimbursable expenses are included in our proposed monthly billing rate. These expenses include but are not limited to: job related office expenses, document reproduction, shipping/ mailing, travel expenses, mileage, per diem, and other similar expenses directly incurred in the delivery of our services for your project. Such direct expenses shall be billed at our cost on a monthly basis with documented receipts for approval.

In the event the owner desires Kramer Management Group to engage the services of any specialized consultant on the project, we will contract for such work on your behalf and seek reimbursement at our cost plus a markup of 5%.

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Attachment D
Iran Sanctions Act
Certification

**ATTACHMENT D:
 IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
 FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
 SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
 BUILD**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

| | |
|--------------------|-------------|
| Peter Kramer | 05/10/2024 |
| PREPARED BY | DATE |

| | |
|-----------------|-------------|
| Owner/President | 05/10/2024 |
| TITLE | DATE |

| | |
|---|--|
|  | Pete.Kramer@KramerMG.com |
| AUTHORIZED SIGNATURE | E-MAIL ADDRESS |

| | |
|-------------------------|--|
| Kramer Management Group | |
| COMPANY | |

| | |
|--|--------------|
| 1305 S Washington Ave, Ste. 101 Lansing, MI 48910 | 517-999-9191 |
| ADDRESS | PHONE |

| | |
|-------------------------------|--------------|
| Kramer Management Group | 517-999-9191 |
| NAME OF PARENT COMPANY | PHONE |

| | |
|---|--|
| 1305 S Washington Ave, Ste 101 Lansing, MI 48910 | |
| ADDRESS | |

| | |
|-----------------------|--|
| 27-2156098 | |
| TAXPAYER I.D.# | |

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Attachment E

Firm Questionnaire

projects so that we may always maintain our objectivity in representing your best interests.

While many Construction Management Firms, or Architectural/Engineering Firms also may provide program management or owner’s representative services, we strongly believe that such firms cannot do both without compromising their objectivity. As soon as there are contractual liabilities established for either Design or Construction Trades, the City must be able to rely on the objectivity of its Owner’s representative to administer those contract obligations and advise on any deficiencies. KMG will do so without any conflict of interest and will always do so in the best interests of the City.

5. Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

ANSWER: Serving as an Owner’s Representative for many different institutions, KMG is well prepared to align with any internal PMIS or other technology systems required by the City. We are familiar with all major systems and readily adapt to the internal processes of our customers and team members. With that said, we also have implemented special PMIS systems for several customers on the eBuilder PMIS system and are certified administrators for that platform. KMG has our own dedicated eBuilder platform and offers it up to the City to use for this project if desired, and we would advocate for its use. KMG has successfully managed the financial requirements for over \$2.5 Billion worth of projects using the eBuilder system.

Another system used regularly is PlanGrid. Our General Superintendent utilizes PlanGrid to verify construction is being completed based on approved drawings and is also able to create punchlists and provide field reports.

Examples of other platforms we regularly utilize are:



6. Describe the firm's method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

ANSWER: We do understand the importance of operating within budgets for capital projects. With customized workflows, eBuilder allows the user to see and manage the budget accurately and appropriately. The system will not let us process a commitment without funds in the budget and will not allow payment of an invoice without funds being available on a commitment. We have full visibility of the budget, any costs used and any costs moved. All processes tie back to the budget to ensure the project stays within its' boundaries.

7. Describe how the firm stays up-to-date on all construction code, regulatory and other legal requirements related to community buildings.

ANSWER: KMG regularly participates in many trade conferences to maintain our proficiency and understanding of industry best practices. Our team members participate in such organizations including but not limited to following:

COAA-Construction Owner's Association of America
AIA- American Institute of Architects
AGC- Associated General Contractors
MISHE- Michigan Society of Healthcare Engineers
Engineering Society of Detroit

8. Describe your firm's preferred plan for on-sight observation/supervision of the project.

ANSWER: KMG will provide unlimited access to qualified representatives throughout all phases of your project. That is one of the most significant strengths of our team in that we take an approach whereby multiple team members are involved in your project so that each brings their specific area of expertise to you at the right time of the project. It is not prudent for one individual to be expected to bring the full spectrum of expertise to a project such as this, so our team approach is the most responsible method we have found to deliver Owner's Representative services.

We also understand the uncertain elements of your project such as the exact schedule, scope and project components required for the final project. Given the uncertainty of exactly when each phase of your project will commence, our team-based approach will allow us to support you throughout all phases with the appropriate resources always required.

We would expect that throughout all phases of the project, Initiation through Close Out, our team members would average 16-30 hours per week as needed based on the pace of the work, and the issues encountered during the project. During the preconstruction planning phase of your project, our time commitment will ebb and flow as necessary to keep pace with the progress on the job.

9. Provide any additional information that the City should consider regarding your experience, proposed services and / or the Project.

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Attachment F Timeline

| Task Name | Start | Finish |
|---|------------------|-------------------|
| Phase 2 | 5/10/2024 | 7/22/2024 |
| Owner's Rep Procurement | 5/10/2024 | 5/20/2024 |
| Owner's Rep (OR) RFP Due | 5/10/2024 | 5/10/2024 |
| OR Contract Award | 5/20/2024 | 5/20/2024 |
| Concept Design | 6/19/2024 | 7/22/2024 |
| Review 90% Report by Norr | 6/19/2024 | 6/19/2024 |
| Final Report Due | 6/21/2024 | 6/21/2024 |
| Evaluate Options and Select Concept | 6/24/2024 | 7/10/2024 |
| Final Concept Presented to City Commission | 7/22/2024 | 7/22/2024 |
| Phase 3 | 5/16/2024 | 4/7/2025 |
| A/E Procurement | 5/16/2024 | 9/18/2024 |
| Architect / Engineer (A/E) RFQ Due | 5/16/2024 | 5/16/2024 |
| OR review A/E RFQ | 5/22/2024 | 5/22/2024 |
| Short List A/E | 5/29/2024 | 5/29/2024 |
| Draft A/E RFP | 5/29/2024 | 5/29/2024 |
| Issue A/E RFP | 7/23/2024 | 7/23/2024 |
| A/E RFP Due | 8/22/2024 | 8/22/2024 |
| OR Review A/E Proposals | 8/23/2024 | 8/28/2024 |
| Shortlist A/E Interviews | 8/29/2024 | 8/29/2024 |
| A/E Interviews | 9/4/2024 | 9/4/2024 |
| Recommend A/E Contract to City Commission | 9/16/2024 | 9/16/2024 |
| A/E Contract Award | 9/18/2024 | 9/18/2024 |
| Design Period | 9/19/2024 | 4/7/2025 |
| Schematic Design (SD) | 9/19/2024 | 10/30/2024 |
| SD Review and City Commission Approval | 10/31/2024 | 11/18/2024 |
| Design Development (DD) | 11/19/2024 | 1/13/2025 |
| DD Review and City Commission Approval | 1/14/2025 | 1/20/2025 |
| Construction Documents for Bidding | 1/14/2025 | 4/7/2025 |
| Phase 4 | 4/8/2025 | 10/27/2026 |
| General Contractor (G/C) Procurement | 4/8/2025 | 5/19/2025 |
| Issue CD Drawings for Bidding | 4/8/2025 | 4/8/2025 |
| Bid Period | 4/9/2025 | 5/6/2025 |
| G/C Bids Due | 5/7/2025 | 5/7/2025 |
| Post Bid G/C's | 5/8/2025 | 5/14/2025 |
| G/C Recommendation to City Commission | 5/19/2025 | 5/19/2025 |
| Construction | 5/20/2025 | 9/7/2026 |
| Procurement/Shop Drawings | 5/20/2025 | 6/30/2025 |
| Construction | 7/1/2025 | 8/24/2026 |
| Closeout/Punchlist | 8/25/2026 | 9/7/2026 |
| Owner Occupancy | 9/8/2026 | 9/28/2026 |
| Open for Customers | 9/29/2026 | 9/29/2026 |
| Financial Closeout/Project Completion | 9/30/2026 | 10/27/2026 |



📞 517.999.9191

🌐 www.kramermg.com

📍 1305 S. Washington Ave. | Suite #101 | Lansing, MI 48910



SUBMITTAL FOR OWNER'S REPRESENTATIVE SERVICES

Prepared for The City of Birmingham by Kurt Miller, President & CEO Of Miller Diversified

3489 Section Rd, Lambertville, MI 48144 | 419-392-6834 | kmiller@millerdiversified.com

INTRODUCTION

We are pleased to provide you with the enclosed information about our company. The success of each project is a result of our dedication to providing unparalleled service for our clients. We manage schedules, job cost, quality standards, subcontractors, contracts, and all other aspects of the job to deliver the project with the goal of meeting or exceeding client expectations. Importantly, we strive to provide an integrated team approach not only with the client, but also with the architect, engineers, and other consultants. Per your request, we'd like to confirm that our firm offers a deep commitment to performing the services in a timely and cost-effective manner. We also would like to assure you that our team is experienced in the requirements necessary to complete your project. In the arena of government projects, **our team members have completed hundreds of millions of dollars of projects, experience that will greatly benefit the City of Birmingham.**

We see our team and our company as an excellent fit for your criteria. We'll make sure we go into each of your criteria in depth, but here is how we fit your needs at a glance:

- Our expert team members bring a depth of construction, government contracting, city planning, and historical preservation project experience to ideally suit your needs. Further, Miller Diversified offers a full range of commercial real estate services, including planning, development, construction, and Owner's Representation. We deliver exceptional value because we understand every aspect of real estate, including design, development, the construction process, and the full life cycle of a building.
- Initially founded in Toledo in 1920, Miller Diversified has been in business in the Toledo and surrounding areas for over 100 years and has influenced countless projects in Ohio, Michigan, Kentucky, Georgia, Tennessee, Indiana, and Arizona.
- Because of our team's experience working with government, municipalities, large scale projects, and more, we are equipped to offer consultative services for your project.
- Our current workload allows us to take on your project seamlessly, and in fact, our current municipal workload allows us to offer the most up-to-date insights.
- We have demonstrated our value to our clients on similar past projects, and we have consistently delivered projects on time and within the budget.
- We carefully evaluate the scope of each project, plan effectively, and offer alternative pathways in order to deliver value to our owners.
- Planning is critical to project success. We emphasize early and in-depth planning with all appropriate team members and stakeholders. This way, your schedule will be planned and staffed in a way that proactively accommodates for and offsets any unexpected issues.
- We've provided billing rates but wanted to advise that on many occasions, we have been able to help owners offset the cost of our work by delivering key cost savings over the course of our projects. We can support decisions that will save money across the life of your new building.
- We will work diligently to meet all project goals, including your defined diversity standards.

We are confident that you will benefit from our broad knowledge of real estate and construction. **We are ready, willing, and able to begin work immediately on your project.**

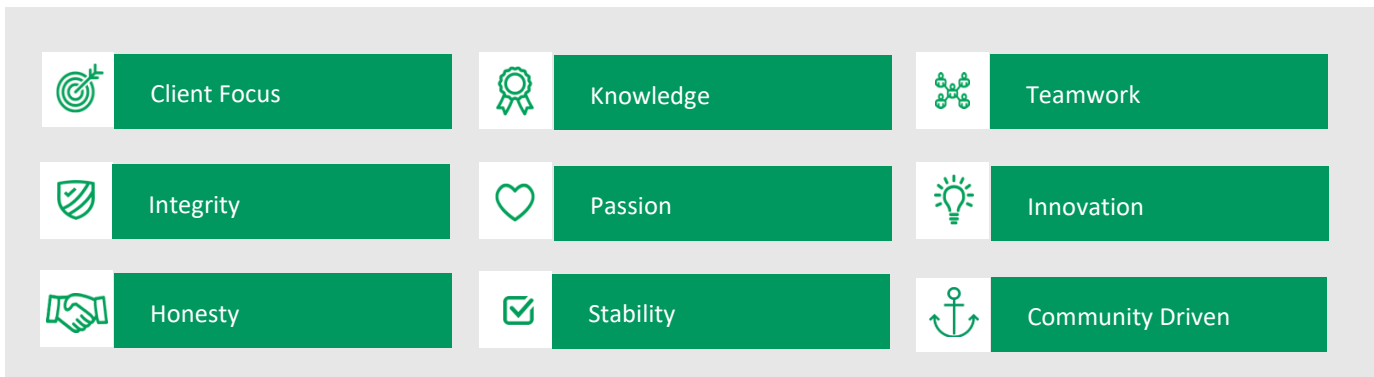


HISTORY, PHILOSOPHY, & TEAM

Miller Diversified (MD) is a family-owned multi-disciplinary company specializing in Owner's Representative services, Construction Management, Pre-Construction services, Property Management, Land Development, Commercial Real Estate Brokerage, and Property Investment. **Miller Diversified was originally founded in 1920 as a 300-acre farm and greenhouse. Over the past 104 years, we have grown and expanded our portfolio of businesses and services to become one of the foremost leaders in the real estate and construction industries in the Midwest.** Our broad experience from development to construction to ownership of our own portfolio of properties gives us first-hand perspective of all stakeholders on a project, and most importantly a strong understanding of the project Owner's needs and how to advocate for our client Owners. Our project experience covers many industries including public and community facilities, education, athletic fields/ facilities, professional and medical office, automotive, aviation, industrial, manufacturing, warehousing, retail, healthcare, technical labs, places of worship, senior living, multifamily, and more.

We pride ourselves in cultivating positive relationships with our clients and surrounding communities by providing unparalleled service. We work to provide cost saving opportunities for our clients without jeopardizing quality, and we approach every job with a truly collaborative perspective.

OUR VALUES DEFINE OUR WORK:



FOCUSED ON YOUR BEST INTERESTS:

We are NOT your typical Owner's Representative. Our company was founded on principles of honesty and integrity; core values that define our every action as a company. We have built our reputation by delivering comprehensive, cost-effective, and adaptive solutions for construction projects of all sizes and complexities.

A TEAM FOCUSED ON BEING YOUR TRUSTED PARTNER:

Our team is made up of 27 full-time employees who have demonstrated deep dedication to our clients. As a team, we possess a collective strength that is shown in our daily operations. Our clients value the personalized attention they receive from us, recognizing that we are more than just a service provider, but a trusted partner invested in their success.



Brothers Kurt & Jerry joined the company in the 1980s and are the 3rd Generation of Millers to own and operate the Company.

AVAILABILITY OF LOCAL OFFICE

OUR LOCAL TEAM

Miller Diversified has offices in Michigan, Ohio, Indiana, and Tennessee, with our Michigan office being located in Lambertville and our Ohio headquarters located 10 minutes south of the OH/MI border in Maumee, OH. It's critical for us to be local for our clients so we can be available not just by phone or virtual meeting, but in person, at all times.

LOCAL FAMILIARITY

Our commitment to this region has allowed us to develop deep, long-lasting relationships with subcontractors and suppliers in the area. As we have expanded, we have been able to solidify relationships in various markets, utilize existing connections, and grow to serve a larger portfolio of clients. Our roots in Michigan run deep as we manage a 280-acre farm in Hillsdale and investment properties in Adrian and Holland. We have also completed or have under construction several successful construction projects throughout the state, including in Ann Arbor, Canton, Romeo, Morenci, Brooklyn, and Petoskey.

CURRENT AVAILABILITY

Our team is ready and available to provide Owner's Representative services for your project immediately. We have the capacity among our existing staff and have schedule availability for 2024, 2025, and 2026 to manage this project successfully as your Owner's Representative. We are selective in the projects and opportunities we pursue and believe your project is a great fit for us.

PREVIOUS EXPERIENCE

PUBLICLY FUNDED PROJECTS

We offer a great deal of experience in planning, design and construction of community improvements and other publicly funded projects. Here is a list of some clients MD has served:

- **City of Perrysburg**
- **City of Northwood**
- **Clyde-Green Springs School District**
- **Grand Rapids Township Fire Department**
- **Greene County Career Center**
- **Martin's Ferry City School District**
- **Perrysburg School District**
- **Springfield Clark Career Training Center**
- **Sylvania School District**
- **Turtle Creek Township Board of Trustees**
- **Wellston City School District**

Our team members have a vast amount of experience and a strong track record in government projects. For more information about publicly funded projects supported by our team, be sure to review our team's resumes and the included project profiles.

EXPERT IN YOUR PREFERRED DELIVERY METHODS

MD has a passion for serving as an Owner's Representative and Owner's Agent, as this is our main and preferred delivery method. MD is an expert on the various delivery methods and has an excellent grasp of the contractual differences among the various approaches. Our detailed attention to contract language, constructability, and scheduling – combined with our development knowledge and building ownership experience – allows us to bring value to the Owner on each and every Owner's Representative project.

MD also has an award-winning track record in Design-Build. In 2016, Miller Diversified completed a Design-Build project for Lourdes University in Sylvania, Ohio. The University project included the design and new construction of the Russell J. Ebeid Recreation Center. This project was recognized nationally when it was awarded both 1st Place in the Recreation Category and the 2017 American Buildings' Excellence in Design Award – Building of the Year. This was a national award with over 850 available applicants in categories ranging from agricultural to manufacturing/warehousing to recreational.



MARTIN'S FERRY HIGH SCHOOL

| | |
|------------------------|---------------------------------------|
| Project | High School Repairs & Renovations |
| Location | Martin's Ferry, Ohio |
| Year Completed | 2022 |
| Delivery Method | Owner's Representative |
| Project Value | \$4,000,000 (\$16,000,000) in savings |

OWNER

Martin's Ferry High School

CONTACT

Jim Fogle, Superintendent

■ Phone: (740)633-0684

■ jim.fogle@omeresanet.net

PROJECT DESCRIPTION

Martins Ferry High School was constructed in 2008 by another company, and after the warranty period expired, the school started to notice heaving of the floors and cracks appearing in walls around the building. The school hired an engineer and had testing done. The engineers found that some areas of the school had geotechnical conditions under the concrete slab which were causing expansion and heaving. The engineer's preliminary estimate for the repairs was \$20 million. Miller Diversified got involved when the school did not have the funds available for the repairs. Our team reviewed all the geotechnical reports and consulted with experts in subsurface conditions to help develop a repair approach that will save the school over \$16 million.





GREENE COUNTY CAREER CENTER

| | |
|------------------------|-------------------------|
| Project | New Technical School |
| Location | Xenia, Ohio |
| Year Completed | 2020 |
| Delivery Method | Owner's Representative |
| Project Value | \$65,000,000 |
| Size | 259,969 SF |
| Architect | Levin Porter Architects |

OWNER

Greene County Board of Education

CONTACT

Dave Deskins, Superintendent

■ Phone: (937) 372-6941

■ Email: dskins@greeneccc.com

PROJECT DESCRIPTION

Miller Diversified supported GCCC in the construction of a new 2-Story Career Center facility with classrooms, various mechanical, electrical and engineering labs, tech labs, welding labs, kitchen, staff and student dining areas, robotics, offices, and take flight spaces. The project entailed having a design-build contractor for the site development, design, and construction of this academic environment for up to 900 students encompassing grades 10 – 12 during the day as well as adult programming in the evening and a 9,000 SF basement for new youth areas.

While there were many areas MD provided benefit to the owner over the course of this project, one of the most significant was the identification of building envelope design issues. Once our team identified the problem, we worked with the client to generate over \$300,000 in cost savings on the curtain wall system alone.

“ The construction team at Miller Diversified has developed an outstanding reputation in the industry due to the knowledge and experience necessary to oversee large construction projects while providing money saving opportunities throughout our project. Their knowledge and expertise resulted in cost savings which helped significantly offset their costs for service.”

David Deskins, *Superintendent, GCCC*





PERRYSBURG HIGH SCHOOL

| | |
|------------------------|---|
| Project | Multiple Projects |
| Location | Perrysburg, OH |
| Year Completed | 2017 - Present |
| Delivery Method | Owner's Representative |
| Project Value | Over \$30M in projects completed, including: <ul style="list-style-type: none"> • Hull Prairie Intermediate School • Perrysburg Junior High Locker Room • Perrysburg Schools Athletic Facility • Commodore Building Renovation • Perrysburg Schools Bleachers • Perrysburg High School Track • Parking Lot • Portable/Modular Units |
| Architect | Munger & Munger |

OWNER

Perrysburg Schools

CONTACT

James Mapus, Executive Director of Operations

■ Phone: (419) 874-9131

■ Email: jmapus@perrysburgschools.net

PROJECT DESCRIPTION

An Overview: Perrysburg School District hired Miller Diversified to be their Owner's Representative beginning in 2016. Since then, Miller Diversified has assisted the school system in many different construction projects and continues to utilize our construction knowledge to bring value to each engagement. We've supported eight projects in this role, and we continue to be their go-to partner for construction. Over time, we've helped the school district resolve a number of issues, including a major structural problem in an existing building that could have jeopardized the safety of the occupants. On another occasion, we pinpointed a critical roof ventilation problem. These discoveries have not only saved money but improved safety as well.

A Closer Look: One of the most recent projects with the district was resurfacing a high school parking lot. Miller Diversified worked with the engineer to develop the project manual, send out all required publications for bidding to multiple contractors, develop the bid tabulations, and create a construction schedule. During construction, Miller Diversified observed that the base course of asphalt was showing signs of cracking, and the aggregate was not properly adhering together. We notified the school, and the contractor was put on hold until we could have cores sampled and tested. It was determined that the mix design was not correct, and the parking lot would have failed if not corrected. We had the contractor remove the deficient asphalt base and repour with the appropriate mix design at the contractor's expense.





WELLSTON CITY SCHOOL TRACK

| | |
|------------------------|--|
| Project | Geotechnical / Engineering Consultation, New Track |
| Location | Wellston, OH |
| Year Completed | 2020 |
| Delivery Method | Owner's Representative |
| Project Value | \$1,667,314 |
| Architect | The Kleingers Group |

OWNER

Wellston City Schools

CONTACT

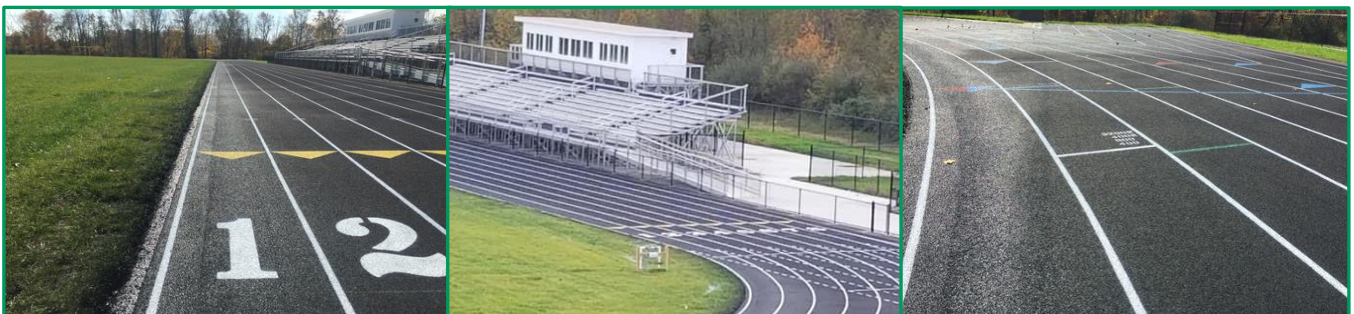
Karen Boch, Superintendent

■ Phone: (740) 963-0022

■ Email: kboch@wcs.k12.oh.us

PROJECT DESCRIPTION

Miller Diversified was introduced to Wellston City Schools by The Law Firm of Bricker and Eckler. The school had been fundraising and trying to build a new track for approximately 7 years. The location of the proposed track was over an abandoned coal mine. Originally, the design engineer estimated \$1.6 million for the new track, and the actual contractor's bid was \$2.7 million because of assumptions made for building over an abandoned mine. Miller Diversified was asked to review the design and see if there was anything that could be done to get the project back on budget. After reviewing all the engineering and geotechnical reports, Miller Diversified recommended more testing at the proposed track location. Based on the new geotechnical tests, it was determined that the existing soils could support an asphalt subbase. Miller Diversified worked with the design engineer to revise the specs and add a stadium with press box to the project. The project was bid out to multiple contractors, and the school was able to complete the entire project that consisted of a track, stadium, press box and football/soccer field for \$1.67 million. Wellston City Schools was able to host their first home track meet in seven years in the Spring of 2021.



CURRENT WORKLOAD



SERVING YOUR PROJECT COMPETENTLY & EXPEDITIOUSLY

Miller Diversified has worked hard to build a track record of completing projects on time and within budget, and we are confident that we are able to serve your projects competently and expeditiously. We have built this reputation through diligent planning. Our high-touch process creates a compelling customer experience, and we build client trust through complete transparency in every step of our process. Because of this approach, we are confident that the scope of your project fits well within the parameters of our workload. Please review our list of current projects and let us know if you have any questions.

| PROJECT | PHASE | PROJECT TYPE | COMMITTED STAFF | % COMPLETE |
|---------|----------------------|--|--|------------|
| 1 | Construction | Owner's Representative / Construction Manager as Advisor | Lisa Babich, Sr. PM | 1% |
| 2 | Construction | Owner's Representative / Construction Manager as Advisor | Lisa Babich, Sr. PM Dennis Iott, Superintendent | 70% |
| 3 | Punch List/Close-Out | Owner's Representative / Construction Manager as Advisor | Lisa Babich, Sr. PM Tom Cramer, Superintendent | 99% |
| 4 | Pre-Construction | Stipulated Sum CMA | Doug Glover, Sr. PM | 0% |
| 5 | Pre-Construction | General Contractor | Lisa Babich, Sr. PM | 0% |
| 6 | Punch List/Close-Out | Owner's Representative / Construction Manager as Advisor | Lisa Babich, Sr. PM Dennis Iott, Superintendent | 99% |
| 7 | Punch List/Close-Out | Owner's Representative / Construction Manager as Advisor | Alyssa Taylor, PM Ken Lewis, Superintendent | 99% |
| 8 | Punch List/Close-Out | Owner's Representative / Construction Manager as Advisor | Alyssa Taylor, PM Ryan Mounjie, Superintendent | 99% |
| 9 | Punch List/Close-Out | Owner's Representative / Construction Manager as Advisor | Doug Glover, Sr. PM Ken Lewis, Superintendent | 99% |
| 10 | Pre-Construction | Owner's Representative / Construction Manager as Advisor | Kurt Miller, CEO | 0% |
| 11 | Construction | Owner's Representative / Construction Manager as Advisor | Doug Glover, Sr. PM | 70% |





SCHEDULE MANAGEMENT PERFORMANCE

We understand that it is important for construction projects to run on time. Therefore, we work to create realistic and predictable timetables for our project schedules as we also understand that time is money. Our experience and scheduling tools both allow us to outline a schedule that serves our clients' needs and delivers value.

Examples of pro-active management of past project schedules:

| Project Name | Schedule | Description |
|---|-----------------------------|---|
| St. John's Jesuit Athletic Complex & Classrooms | ON TIME | Second floor renovations were finished in five weeks starting at the beginning of the fiscal year on July 1 and completed by the beginning of school in mid-August. The master plan, track and turf design, budgeting, and bidding were ready for construction in five months due to Miller Diversified's management skills. Despite a very wet spring, and with the expansion of the project to include bleachers and lighting, the project was completed on time. |
| Villas at Cypress Pointe | AHEAD OF SCHEDULE (30 DAYS) | Despite issues with obtaining permanent power from the utility company and the request from the Owner to complete the project in two phases rather than one (accelerating the turnover of half the project 2-months earlier), the project was still completed on time. In fact, the construction was completed one month ahead of schedule. |
| Premier Catering | ON TIME | Miller Diversified supported Premier in the complete interior demolition and renovation of a catering and banquet center. This project was successfully completed within the required 7-week time frame to meet the owner's busiest time of the year. Throughout the project, the owner brought a lot of ideas to the table that affected the initial budget. Miller Diversified coordinated with the owner and the design team to offer alternate solutions that would allow the client to achieve the look without exceeding the budget, all within an extremely tight timeframe. |





BUDGET MANAGEMENT PERFORMANCE

Our team is committed to honoring our clients' budgets and finding creative ways to work within the client's budget parameters. We have a proven track record of success in this area. We plan, forecast, and maintain an open book with our clients at every phase of the project.

| Project Name | Original Budget | Actual Cost | Variance | % Variance |
|-----------------------------------|-----------------|-------------|-------------|------------|
| Self-Storage Columbus | \$2,135,000 | \$2,036,435 | \$(98,565) | -4.62% |
| Villas at Willard | \$5,902,007 | \$5,902,007 | \$0 | 0.00% |
| Thayer Dealerships | \$5,881,374 | \$5,516,188 | \$(365,186) | -6.21% |
| Villas at Cypress Pointe | \$5,787,175 | \$5,787,175 | \$0 | 0.00% |
| Church Addition & Renovation | \$5,323,241 | \$5,323,241 | \$0 | 0.00% |
| Perrysburg JH Bleachers/Press Box | \$1,720,877 | \$1,696,589 | \$(24,288) | -1.41% |
| Northview HS Stadium Improvements | \$1,624,689 | \$1,532,654 | \$(92,035) | -5.66% |
| Perrysburg JH Locker Room | \$1,505,105 | \$1,326,552 | \$(178,553) | -11.86% |
| Sylvania Southview HS Bleachers | \$1,407,064 | \$1,381,006 | \$(26,058) | -1.85% |

SAVING MONEY FOR OUR CLIENTS

As you can see from the chart above, we have a demonstrated history of successfully adhering to a specific budget, but we'd like to add that when it comes to budget maintenance, our focus is the big picture. For example, your flooring selection today could have implications in a few years, and we are here to help you understand how you can save money now AND later down the road, getting the most value out of your project. Further, throughout the course of any project, we actively and aggressively seek cost-saving opportunities, finding ways to decrease dollars spent while ensuring we maintain the quality standards on the project. Our creative problem-solving approach and outside-the-box creative thinking has even saved a client \$16M on one project alone – the majority of the project cost. We are known in the area as the go-to expert for unique and creative solutions that deliver value.



OVERVIEW OF TYPICAL SERVICES



SERVICES TO BE PROVIDED

- **Planning Commission Collaboration:** We actively engage with your city/county planning commission as needed to work through any site or building layout concerns for the project and determine if any variances from the zoning code will be needed or requested.
- **Construction Project Management:** Serving as the City's Owner Representative, we oversee all construction project management tasks, ensuring alignment with your objectives and requirements.
- **Cost Estimation:** We provide accurate cost estimations for total projects, sub-projects, and change orders, enabling effective budget planning and management.
- **Design Document Review:** Our team conducts constructability and technical reviews of design documents, identifying potential issues and streamlining the design process.
- **Value Engineering:** We analyze project components to provide value engineering insights that optimize costs without compromising quality.
- **Communication Coordination:** We act as a central hub for communication between design teams, contractors, City staff, oversight agencies, and other stakeholders, ensuring clear and efficient information flow.
- **Project Scheduling:** We create detailed project schedules and critical paths, allowing for effective project timeline management and resource allocation.
- **Meeting Management:** Our experts manage and document project meetings, fostering collaboration and ensuring that all parties remain informed and aligned.
- **Construction Quality Control:** We oversee construction quality through monitoring, testing, and inspection, ensuring that projects meet or exceed established standards.
- **Change Request Coordination:** We manage and coordinate project change requests from both the construction team and the city staff, maintaining project integrity. We will analyze if change requests are appropriate and suggest alternatives if necessary.
- **Payment Requests and Closeout:** We meticulously review and document construction team payment requests and provide thorough project closeout services, ensuring a smooth turnover to the Owner at project completion.
- **Contract Risk Management:** Short of hiring an attorney, we are your next best partner when it comes to contract negotiations, review, and enforcement. Whether it's the Owner-Architect Agreement, Owner-Contractor Agreement, or other contractual obligations required for the project, we'll be there to advocate for the Owner's rights and interests at every step. We can confidently say that our knowledge and understanding in this area truly separates us from the competition. We have navigated every legal and contractual challenge you can think of in the real estate, development, and construction industries in our 100+ years in business, and we're comfortable going to bat for the Owner in difficult circumstances.





PROJECT WORK PLAN AND COST OF O.R. SERVICES ESTIMATE

| Owner's Representative Services | | |
|--|------------------------------------|-----------------------|
| Work Plan & Cost of Services Estimate | | |
| Miller Diversified | | |
| YMCA Project - Birmingham, MI | | |
| | | |
| PHASE II - CONCEPT PLANS (5/22/24 - 7/22/24) | Basic or Additional Service | Total Estimate |
| Prepare a Project Management Plan for City approval | Basic | \$ 1,400.00 |
| Assistance with any Phase I items still in-progress | Additional | \$ 1,500.00 |
| OR Attend first ad hoc meeting | Basic | \$ 1,520.00 |
| Prepare RFP, review quotes, and issue contract for Geotechnical Services, ALTA Survey, Environmental Surveys/Assessments, etc. (if needed) | Additional | \$ 1,200.00 |
| Discuss potential funding options (1 meeting) | Additional | \$ 1,020.00 |
| Review and advise on concept plan options | Basic | \$ 3,500.00 |
| Recommend preferred concept plan | Basic | \$ 150.00 |
| Present preferred concept plan & Final Report to City Commission for approval | Basic | \$ 2,920.00 |
| Maintain and update the pre-construction and overall project schedule | Basic | \$ 1,200.00 |
| Prepare comprehensive monthly progress reports for Owner | Basic | \$ 900.00 |
| Attend SCC meetings when project is on agenda (TBD) | Additional | \$ 3,280.00 |
| Attend CC meetings when project is on agenda (TBD) | Additional | \$ 3,040.00 |
| Review responses from RFQ for architects | Basic | \$ 325.00 |
| Prepare preliminary project cost estimate (Concept / SD budget) | Basic | \$ 6,620.00 |
| Assist with preparation and review of RFP for final design and construction plan preparation | Basic | \$ 900.00 |
| Begin coordination with utility companies (power, gas, water, sewer, storm, etc.) | Basic | \$ 2,820.00 |
| Subtotal Phase II Base Services | | \$ 22,255.00 |



| PHASE III - DESIGN COORDINATION, COST ESTIMATE, AND PERMITTING (7/23/24 - 11/18/24) | Basic or Additional Service | Estimated Cost |
|--|------------------------------------|-----------------------|
| Post RFP for final design and construction plan preparation (due 8/22) | Basic | \$ 150.00 |
| Prepare and Post RFP for Security / IT Consultants, if needed | Additional | \$ 300.00 |
| Assist with Sustainability components of project (LEED, NGBS, etc.) | Additional | \$ 4,500.00 |
| Discuss parameters and applicable regulations for site plan and design review | Basic | \$ 2,800.00 |
| Final design and construction plan proposals due | Basic | \$ 300.00 |
| Review and evaluate architectural proposals received | Basic | \$ 975.00 |
| Interview architectural consultants | Basic | \$ 1,640.00 |
| Recommend architectural consultants to City Commission | Basic | \$ 1,020.00 |
| Award architectural contract, assist with contract preparation and review | Basic | \$ 600.00 |
| Monitor architect's contracted milestones throughout design process | Basic | \$ 1,200.00 |
| Begin design discussions with architectural consultants (kickoff meeting) | Basic | \$ 4,320.00 |
| Assist with coordination and review of architect's Design Development (DD) drawings; 2 meetings included | Basic | \$ 6,540.00 |
| Conduct constructability review for DD phase drawings | Basic | \$ 3,900.00 |
| Prepare DD phase Project Cost Estimate | Basic | \$ 6,000.00 |
| Evaluate alternate design solutions and systems (Value Engineering) at DD stage | Basic | \$ 2,600.00 |
| Assist with public input and community buy-in of project and drawings | Additional | \$ 1,500.00 |
| Identify & discuss project delivery methods for construction (Gen. Contractor, Construction Manager, etc.) | Basic | \$ 470.00 |
| Draft RFP / bid for project construction | Basic | \$ 450.00 |
| Assist with coordination and review of architect's Construction Documents (CD) drawings; 2 meetings included | Basic | \$ 4,140.00 |
| Conduct constructability review for CD phase drawings | Basic | \$ 2,600.00 |
| Recommend / present final site plan and design to City Commission for approval | Basic | \$ 420.00 |
| Identify potential long-lead materials and equipment | Basic | \$ 700.00 |
| Recommend early orders for long lead materials to be released (if needed) | Basic | \$ 700.00 |
| Finalize RFP / bid for project construction | Basic | \$ 300.00 |
| Assist with project work scopes preparation | Basic | \$ 1,000.00 |
| Second meeting if needed for final site plan and design approval | Additional | \$ 1,500.00 |
| Prepare application and submit for building permit | Basic | \$ 540.00 |
| Coordinate architect responses to AHJ plan review comments | Basic | \$ 450.00 |
| Assist with obtaining other required permits (eg. EGLE); MEP permits by Contractor | Basic | \$ 450.00 |



| | | |
|---|------------|---------------------|
| Maintain and update the pre-construction and overall project schedule | Basic | \$ 1,200.00 |
| Prepare comprehensive monthly progress reports for Owner | Basic | \$ 1,800.00 |
| Attend SCC meetings when project is on agenda (TBD) | Additional | \$ 3,480.00 |
| Attend CC meetings when project is on agenda (TBD) | Additional | \$ 3,480.00 |
| Subtotal Phase III Base Services | | \$ 47,265.00 |

| PHASE IV - CONSTRUCTION & CONSTRUCTION MANAGEMENT (11/18/24 - 7/27/26) | Basic or Additional Service | Estimated Cost |
|---|------------------------------------|-----------------------|
| BIDDING AND PROCUREMENT | | |
| Develop list of Contractors to invite to respond to RFP (if by invitation) and/or determine where RFP will be publicly posted | Basic | \$ 900.00 |
| Determine any Alternates or Unit Prices to request from bidders | Basic | \$ 600.00 |
| Post RFP / bid for construction with approved site plan and design plans (due in 30-45 days) | Basic | \$ 225.00 |
| Schedule and facilitate a pre-bid meeting / site visit for potential bidders | Basic | \$ 1,420.00 |
| Coordinate RFIs and responses during bid period between bidders, architect, and Owner | Basic | \$ 900.00 |
| Coordinate and post bid addendums from architect as needed | Basic | \$ 300.00 |
| Receive and tabulate bids from contractors | Basic | \$ 1,200.00 |
| Review bid results with Owner and architect | Basic | \$ 1,200.00 |
| Interviews with short-listed contractors | Basic | \$ 890.00 |
| Recommend a Contractor to award the work | Basic | \$ 175.00 |
| Assist with contract preparation and review for the construction work | Basic | \$ 600.00 |
| Maintain and update the pre-construction and overall project schedule | Basic | \$ 1,200.00 |
| Prepare comprehensive monthly progress reports for Owner | Basic | \$ 900.00 |
| Attend SCC meetings when project is on agenda (budgeted monthly) | Basic | \$ 2,640.00 |
| Attend CC meetings when project is on agenda (budgeted monthly) | Basic | \$ 1,440.00 |
| CONSTRUCTION | | |
| Prepare Notice of Commencement for Owner to file | Additional | \$ 150.00 |
| Attend on-site Contractor Kick-Off meeting with Subcontractors | Additional | \$ 720.00 |
| Attend monthly Owner-Architect-Contractor progress meetings (18 included) | Basic | \$ 14,760.00 |
| Meet with Owner individually for progress updates monthly | Additional | \$ 2,700.00 |



| | | |
|---|------------|-------------|
| Attend Contractor's pre-installation meetings for major project components (up to 4 meetings) | Additional | \$ 2,880.00 |
| Monitor RFI's and submittal logs during course of construction | Basic | \$ 5,000.00 |
| Review timely receipt of insurance documents, bonds, waivers, etc. | Basic | \$ 750.00 |
| Oversee project cost accounting and budget tracking process | Basic | \$ 7,000.00 |
| Monitor project expenditures (job cost control) | Basic | \$ 3,060.00 |
| Monitor change order requests by contractor and other sources | Basic | \$ 1,750.00 |
| Track project budget to provide accurate cost to completion estimates throughout | Basic | \$ 1,750.00 |
| Review payment applications from contractors and consultants & make recommendations | Basic | \$ 1,750.00 |
| Evaluate and resolve any significant contract disputes, if they arise | Additional | \$ 2,000.00 |
| Help identify work not meeting contract requirements or specifications (6 quality inspection site visits included) | Basic | \$ 9,120.00 |
| Coordinate with Contractor to prepare a punch list when approaching substantial completion | Basic | \$ 840.00 |
| Coordinate with any other consultants besides Owner, Contractor, and Design Team (up to 1 meeting per month with other consultants) | Additional | \$ 2,700.00 |
| Prepare comprehensive monthly progress reports for Owner | Basic | \$ 4,500.00 |
| Attend SCC meetings when project is on agenda (3 meetings included during construction period) | Basic | \$ 2,985.00 |
| Attend CC meetings when project is on agenda (3 meetings included during construction period) | Basic | \$ 2,985.00 |
| CLOSEOUT | | \$ - |
| Prepare closeout plan | | \$ 1,750.00 |
| Assist with punch list closeout monitoring for final completion | Basic | \$ 1,240.00 |
| Create a checklist to prepare for occupancy by all tenants and City personnel | Basic | \$ 300.00 |
| Maintain and update the overall schedule through occupancy and closeout | Basic | \$ 700.00 |
| Participate in final project walk through and inspections | Basic | \$ 1,990.00 |
| Assist with Contractor delivery of warranties, owner's manuals, certificates, etc. and compilation into final project closeout binder (hard copy and electronic copy) | Basic | \$ 600.00 |
| Assist with release waivers of liens and sworn statements with Contractor, if applicable depending on project delivery method | Additional | \$ 2,700.00 |
| Assist with scheduling building systems testing by Contractor and their vendors | Basic | \$ 700.00 |
| Assist in obtaining occupancy permit | Basic | \$ 720.00 |
| Monitor delivery of as-built drawings and review on behalf of Owner | Basic | \$ 300.00 |



| | | |
|---|------------|----------------------|
| Assist in scheduling staff training by Contractor for new systems | Basic | \$ 600.00 |
| Assist with scheduling and oversight of formal commissioning of systems and equipment, if needed | Additional | \$ 1,400.00 |
| Coordinate Contractor warranty items and callbacks through correction period (1 yr, 3 O.R. site visits included during warranty period) | Basic | \$ 1,760.00 |
| Closeout meeting with Owner, Design Team, and Contract (1 included) | Basic | \$ 1,520.00 |
| Subtotal Phase IV Base Services | | \$ 83,020.00 |
| Grand Total | | \$ 152,540.00 |
| | | |
| | | |
| Reimbursables to be billed at-cost plus 10%. Travel and mileage costs are included. | | |
| Actual costs for O.R. Services will be billed at an hourly rate. This is only an estimate. | | |





REQUIRED EXPERTISE & EXPERIENCE FOR DELIVERABLES

Miller Diversified possesses a wealth of experience and expertise in Owner's Representative projects, as well as in the commercial real estate, investments, property management, and development. Per your specific requests, we'd like to advise you that our track record does include successful engagements in ADA compliant construction, ensuring accessibility for all, as well as remodeling and renovations of historic facilities that respect heritage while meeting modern needs. We are well-versed in constructing sidewalks and pedestrian ramps to enhance community infrastructure. Our proficiency extends to roofing, façade improvements, plumbing, HVAC, and electrical systems, all underpinned by our commitment to delivering excellence in each aspect of construction.

Further, our proposed team's unique set of skills is ideally suited to your outlined needs. Not only do we have a team with deep experience in government work, but we also have vast experience in development and city planning. We are well-versed in navigating the challenges and logistical issues that may arise at any point in the project and are known to provide valuable and creative solutions to these types of challenges.

Finally, we would like to emphasize that we offer construction, real estate brokerage, property management, investment, and development services. This range of services gives us an understanding of every piece of the real estate lifecycle, empowering us to give the best possible recommendations to add value to our clients in the construction process.

WHAT OUR CLIENTS ARE SAYING ABOUT OUR EXPERTISE:

"Projects inside our 100-year-old structure always seem to be a challenge, but this one came off without a hitch and the results have been spectacular. The membership is thrilled with the new Ted Ray Pub and the reimagined Byron Nelson room has been a hit as well. Your team was professional (and clean!) throughout the project. We appreciate the attention to detail that went into this renovation."

Gerald Lemieux, President, Inverness Club

PROJECT UNDERSTANDING

Given the desired scope of work for the project, we anticipate starting immediately to work with The City of Birmingham and NORR, LLC to prepare and analyze the feasibility of different approaches for your project (e.g. renovation or new construction). Taking a team approach, we can work collectively to identify and find solutions for the critical challenges facing the project. With our industry knowledge, we will be able to evaluate swiftly which approach will best suit the City of Birmingham and provide the most value for the end users in your community. We eagerly anticipate the opportunity to contribute our expertise and insights to your project's success.



FEE

We've provided our hourly billing rates by role in a chart below. The enclosed Work Plan & Services Matrix incorporates the rates outlined below alongside the requested project services and provides a summary cost estimate for each phase of the proposed work as outlined in the RFP.

Our aim is to leverage our deep experience to deliver our best work every hour we spend on the project, and to spend our time efficiently to benefit the client. We will also submit invoices documenting services provided, including all fees, expenses, supplies, printing, travel, per diem, overhead and profit, insurance, and any other expenses attributed to the project. If you'd like any additional information about our billing practices, or how we estimate our services, we're happy to provide further details. We pride ourselves on being transparent and open book in all aspects, at all times, as your Owner's Representative.



BILLING RATES

| Position | Rate | Units | Notes |
|----------------------------------|----------|----------|---------------------------------------|
| Principal | \$200.00 | Per Hour | Kurt Miller |
| Senior Project Manager | \$175.00 | Per Hour | Doug Glover & Lisa Babich |
| Field Manager / Superintendent | \$175.00 | Per Hour | Tom Cramer |
| Pre-Construction Project Manager | \$150.00 | Per Hour | Alyssa Taylor |
| Accounting | \$85.00 | Per Hour | Michelle Hohman & Christy Perry |
| Project Coordinator | \$75.00 | Per Hour | Kayla Thomasson |
| IT Specialist | \$200.00 | Per Hour | Justin Kuhlman |
| Mileage | \$0.67 | Per Mile | Or adjusted per the IRS standard rate |
| Reimbursable Costs | 10% | | |

* Reimbursable Costs shall include copy charges related to the project plus any actual, verifiable and legitimate project expenses paid for by Owner's Representative for the project.

D.B.E. PARTICIPATION



OUR PHILOSOPHY ON DIVERSITY

Diversity and inclusion are at the heart of who we are. We celebrate the unique strengths and perspectives of every individual, fostering an environment where everyone is valued, respected, and empowered. Our commitment to equal opportunity, respectful dialogue, and collaborative innovation drives us to create a workplace that thrives on differences. By embracing diversity, we not only enrich our team but also drive meaningful progress within our company and communities, ensuring that everyone's voice is heard and valued.

We've included an excerpt from Miller Diversified's company handbook as it relates to the employment of diverse team members:



EQUAL EMPLOYMENT OPPORTUNITY

Miller Diversified is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, military or veteran status, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms Miller Diversified's commitment to the principles of fair employment and the elimination of all discriminatory practices.

DISCRIMINATION IS PROHIBITED

This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. We seek to comply with all applicable federal, state, and local laws related to discrimination and will not tolerate the interference with the ability of any of Miller Diversified's employees to perform their job duties. Miller Diversified makes decisions concerning employment-based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization. If you believe that an employment decision has been made that does not conform with managements' commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or HR Administrator. Your complaint will be promptly, thoroughly, and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

AMERICANS WITH DISABILITIES ACT

The federal Americans with Disabilities Act ("ADA") prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions, and privileges of employment. The ADA does not alter Miller Diversified's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of policy, Miller Diversified prohibits discrimination of any kind against people with disabilities.



LEGAL COMPLIANCE

We would like to provide you with our assurance that our organization is not currently and never has been in violation of any regulatory agency.



THE MILLER DIVERSIFIED DIFFERENCE

The Miller Diversified team is uniquely able to serve all the needs that you outlined, and more. We'd like to highlight the fact that when we work with you, we'll be looking at your project with a unique lens, and from a variety of angles, as we understand all of the challenges and important decisions facing an Owner throughout pre-construction and construction of a project. Here are the things that set us apart on projects:

- Miller Diversified has developed our own projects directly and managed developments for other clients' industrial, commercial, community, educational, office, and multi-family projects, and as such, we have first-hand knowledge and experience that other Owner's Representative firms may not have.
- Our team has delivered value on many publicly funded projects over the years, from fire stations to schools to municipal projects and other public and community works. We know what it takes to deliver on these type of projects, and we have references available upon request who can speak to our value and our quality of work.
- The structure of our customer relationships is designed to put client needs and interests first.
- Our secret is our incredible team of professionals, who each bring different and impactful qualities to your project. **Please review the enclosed resumes for more information on the exceptional team we have selected for your Birmingham YMCA project.**

Example of the Miller Diversified Difference on a Recent Project

This is an example of a project where Miller Diversified's knowledge across all facets of commercial real estate allowed us to deliver our highest and best work to our client. This progress was a success despite some of the challenges, including a sandy vein that ran through the property, and some supply chain issues. MDC's team was able to navigate these challenges and provide alternative solutions as needed. Our team's diligent site management saved the Owner money when we pinpointed an issue with paint color early on. The owner was delighted with the outcome of this facility.

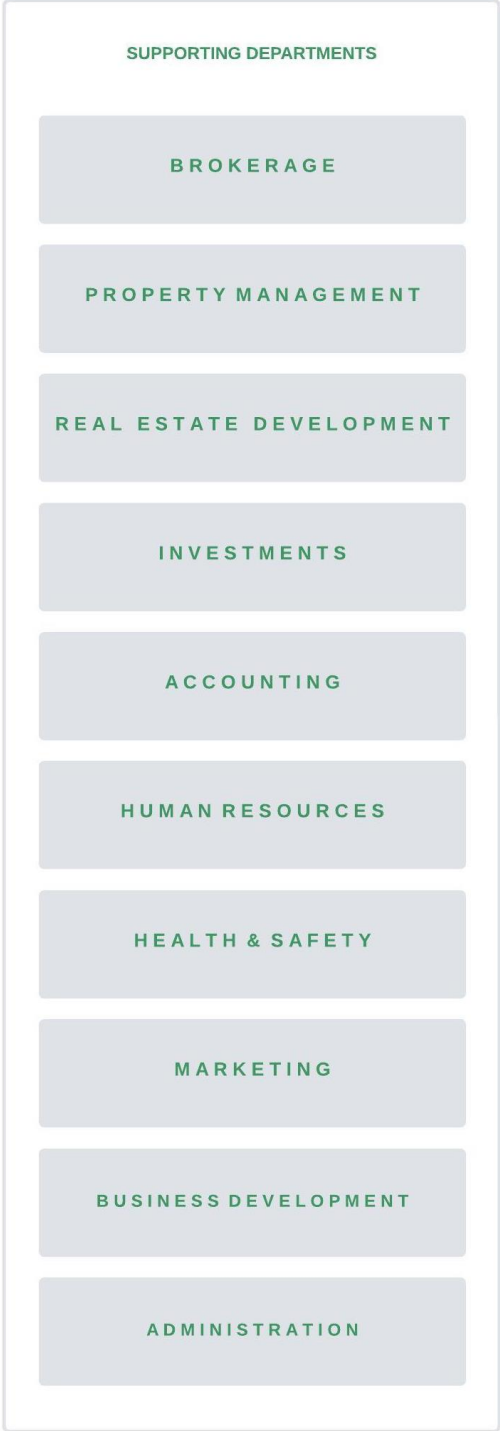
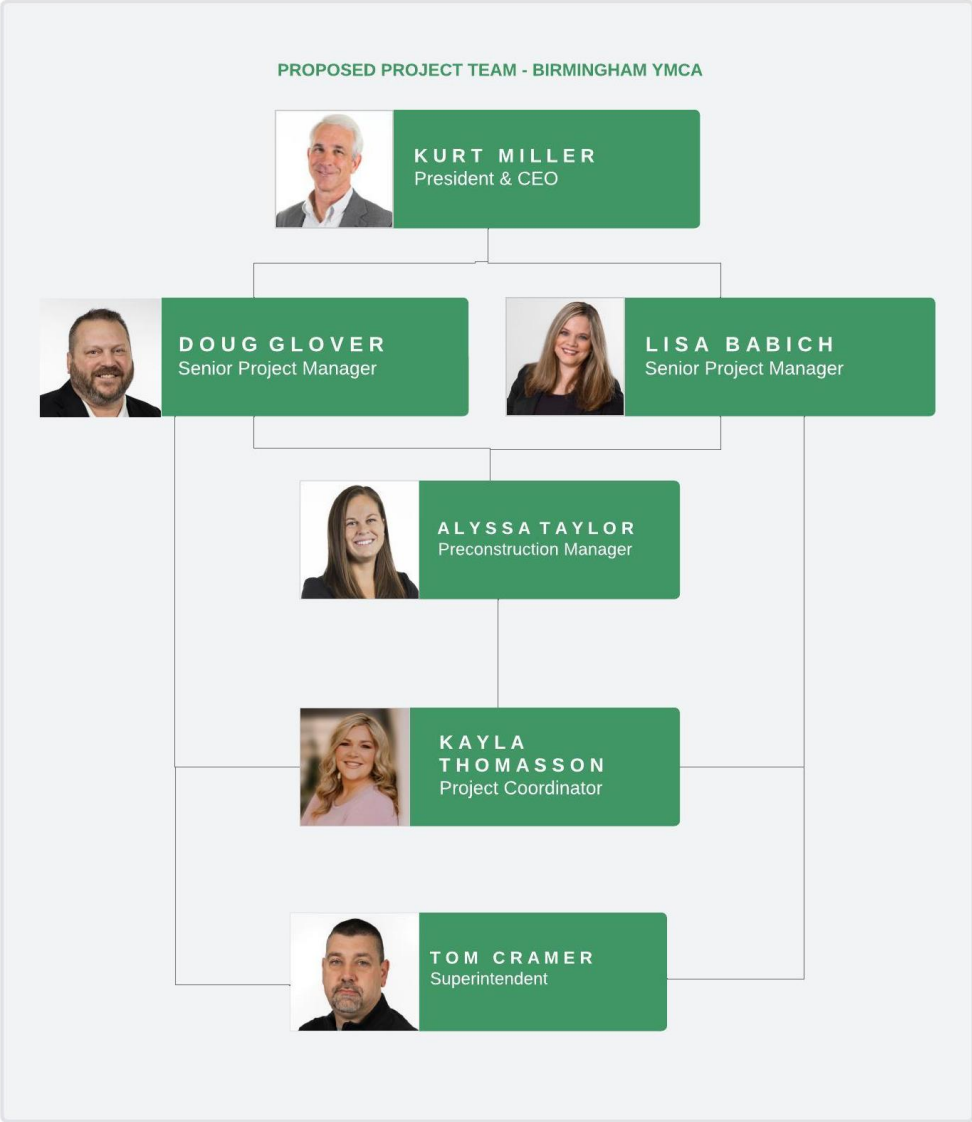
DOUBLE A TRAILERS

2023

Properties: Office/warehouse
Location: Northwood, OH
Size: 30,500 SF
Value: \$8M



TEAM STRUCTURE





KURT MILLER

PROJECT PRINCIPAL | PRESIDENT & CEO

■ 419-867-9119 ext. 104

■ kmill@millerdiversified.com

PROFESSIONAL BACKGROUND

During Kurt's three decades at the helm of Miller Diversified, the company has emerged as a leading full-service construction, development, brokerage, property management, and investment company in Northwest Ohio. It is Kurt's vision of diversifying the company that has carried the organization to new heights. As CEO, he has developed a skill set that is unparalleled in the construction industry, having worked in field supervision, project management, estimating, cost control, strategic planning, accounting, engineering and more. He has positioned the company as one of the foremost commercial contractors in the region, with experience building a wide variety of facilities. Kurt is often sought out by regional construction law firms when they are contacted by clients facing difficult or technical problems that delay or stop projects, or completed projects that have severe issues. He has a reputation for being the go-to expert to call when no one else can find a solution to the problem. Clients appreciate his pragmatic and disciplined approach to meeting their construction needs and his creative problem solving that often keeps jobs on schedule and on budget. Kurt is at the helm of all our construction projects, but also is the mind behind many of the value-driven solutions offered on our Owners Rep projects. For details about our value-driven approach, review the projects section.

WHAT CLIENTS ARE SAYING

"We had the opportunity to work with Kurt Miller and the team at Miller Diversified after choosing them as an Owner's Representative during the construction of the new Greene County Career Center in Xenia, Ohio. While I wished we would have engaged Miller Diversified earlier in the design process, their team was instrumental in helping to ensure that we were receiving the quality construction project that we were demanding for our taxpayers."

Dave Deskins, Superintendent, Greene County Career Center

CORE VALUES

- Honesty
- Integrity
- Hard Work
- Respectfulness
- Family

AWARDS, MEMBERSHIPS & BOARDS

- LEED AP Green Building Certification (GBCI)
- 30-Hour OSHA Training
- Invited Speaker at 17th Annual Bricker & Eckler TOP GUN Construction Claims Seminar. "Specific Claims - Defective and Nonconforming Work" (2019)
- 2010 Raynor B. Pyles Award, Great Toledo HBA
- Board of Directors, Regional Growth Partnership
- Chairman of Board, St. Johns Jesuit High School
- Board Member, Wood County Economic Development Council
- Board Member, Toledo Area Chamber of Commerce
- Board Member, Toledo HBA

EDUCATION & LICENSES

- University of Michigan - BS in Mechanical Engineering
- Bowling Green State University - Masters of Business Administration
- Michigan Residential Building Contractor's License
- Tennessee Commercial Contractors License with Unlimited Dollar Limit
- Commercial Pilot, Multi Engine, Single Engine & Instrument





DOUG GLOVER

SENIOR PROJECT MANAGER

- 419-867-9119 ext. 117
- dglover@millerdiversified.com

PROFESSIONAL BACKGROUND

Douglas Glover has been in the construction industry for over 30 years. During his many years of experience, Doug has been involved in overseeing all phases of multimillion-dollar design, construction, renovation, infrastructure, and environmental projects for government and private-sector clients. Doug has extensive project experience with government projects including estimating, scheduling, cost control, design-build, healthcare, multi-family housing, Pre-Engineered Buildings, and historical renovations. Backed by strong credentials and a proven history of on-time, on-budget, and high-quality project completions, Doug is known for honesty, integrity, teamwork, and dedication to manage projects successfully.

WHAT CLIENTS ARE SAYING

“Mr. Glover was an integral part in the successful completion of a multiyear project with the City of Columbus. After inheriting the project from two previous Project Managers, his steadiness and leadership was an immediate impact, putting his expertise in client/contract resolution, vendor negotiations, and budget/schedule analysis to use, and making what could have been a disastrous project into a successful one.”

Alec Heard, Director of Operations – IPR Great Lakes

CORE VALUES

- Honor
- Integrity
- Reliability
- Commitment
- Teamwork

CONSTRUCTION CLIENTS

- US Army Corps of Engineers
- VA Hospital Networks
- US Navy
- General Services Administration (GSA)
- NASA
- MDOT, INDOT, ODOT
- Federal Aviation Administration
- Department of Labor
- USGS and National Parks
- US Air Force Exchange Stores
- JC Penney’s
- Tractor Supply Company
- Orchard Center Shopping Center
- Allied Domecq Quick Service Restaurants (Dunkin Donuts, Baskin-Robbins, Togo’s Sandwiches)
- TGI Friday’s
- 7-Eleven/Citgo’s

EDUCATION

- United States Army Corps of Engineers Construction Quality Control Management Certification
- OSHA 30-Hour Construction Safety and Health
- Norwich University Architecture Course Sequence
- University of Toledo Construction Engineering Course Sequence
- First-Aid and CPR
- NASSCO Pipeline Assessment Certified (PACP)
- Society of American Military Engineers
- Journeyman Carpenter





LISA BABICH

SENIOR PROJECT MANAGER

■ 419-867-9119 ext. 105

■ lisa@millerdiversified.com

PROFESSIONAL BACKGROUND

Lisa Babich has been in the construction industry for over 30 years and joined the Miller Diversified team in 2011. In her many years of experience, Lisa has been involved in a multitude of different types of construction projects ranging up to \$79 million in value. It is Lisa's philosophy that continual adherence to the budget and schedule as well as continuous communication and documentation with the team is what makes a project rewarding and successful. Lisa is known for her honesty, integrity, teamwork, and dedication to manage projects successfully. Her experience, commitment, and hard work have proven to be an asset to the company and have even contributed to being awarded the American Buildings Company 2017 Excellence in Design Awards for both Building of the Year and Gold Level/Recreation Category for the Russell J. Ebeid Recreation Center project for Lourdes University in Sylvania, Ohio.

WHAT CLIENTS ARE SAYING

"Lisa Babich, Project Manager, proficiently conducted project meetings and kept us apprised of and within the project budget... Their attention to detail, constant communication, and management skills were outstanding."

Michel Cravens, Director of Facilities & Grounds, Lourdes University

CORE VALUES

- Honesty
- Integrity
- Family
- Compassion
- Dedication

CONSTRUCTION CLIENTS

- Lourdes University
- Sylvania Schools
- Greene County Board of Education
- St. Aloysius Catholic Church
- Epworth United Methodist Church

EDUCATION & CERTIFICATIONS

- AS Civil Engineering, University of Toledo
- LEED AP Green Building Certification (GBCI)
- Procore Certifications





ALYSSA TAYLOR

PRECONSTRUCTION MANAGER

- 419-265-7944
- ataylor@millerdiversified.com

PROFESSIONAL BACKGROUND

Alyssa joined the Miller Diversified team in 2019 and brings with her a wealth of development and planning experience. Her extensive background in pre-construction, zoning, permitting, and budget process has been a strong asset to the Miller Diversified team. After serving a number of years for the Franklin County Land Bank and spearheading the land acquisition programs, Alyssa has enjoyed the transition into the fast-paced world of private-sector construction and development. She has provided strong support for many of Miller Diversified's largest clients and thrives in a dynamic and deadline-driven environment. Alyssa finds her work deeply rewarding and enjoys the feeling of delivering high-quality projects to clients, which lays a strong foundation for future success.

WHAT CLIENTS ARE SAYING

“Miller Diversified has illustrated their attention to detail, quality, and safety on a number of occasions. It is a policy of this company to strive for the highest quality and safety standards. Working safely while providing the highest level of quality requires a serious commitment to everyone within the organization, including their trade contractors & suppliers. Miller Diversified has met and exceeded our expectations.”

Heath Rider, Trilogy Health Services

CORE VALUES

- Integrity
- Transparency
- Efficiency
- Results-Oriented
- Safety
- Respect

CONSTRUCTION CLIENTS

- Trilogy Health Services
- Boater's Choice Marina
- Perrysburg Schools
- Wellston Schools
- TLS Wellness Enterprises
- Safe Splash Swim School

EDUCATION & CERTIFICATIONS

- Bachelor's Degree - City & Regional Planning - Ohio State University
- Bachelor's Degree - Strategic Communications - Ohio State University
- Master's Degree - City & Regional Planning - Ohio State University
- Master's Degree - Public Administration - Ohio State University
- American Institute of Certified Planners (AICP) Certification
- OSHA-30 Certified
- Bluebeam 8-hr Certification
- Procore Project Management Certification





KAYLA THOMASSON

Project Coordinator

- (419)867-9119 ext. 119
- kthomasson@millerdiversified.com

PROFESSIONAL BACKGROUND

Kayla is a dedicated professional with a background in construction management, combining academic excellence from Bowling Green State University with hands-on experience in various facets of the industry. Starting her career in distribution, she quickly transitioned into roles that allowed her to hone her skills as a project engineer for an anaerobic digester and later as a build manager for over 40 custom homes. With a passion for construction and a belief in the power of honesty and teamwork, Kayla excels in fostering collaborative environments that drive successful project outcomes. She is committed to sharing her expertise and love for the industry to inspire and mentor others. Additionally, Kayla has been a member of the National Association of Women in Construction (NAWIC) since 2015, actively contributing to the advancement and empowerment of women in the construction field.

WHAT CLIENTS ARE SAYING

“Projects inside our 100-year-old structure always seem to be a challenge, but this one came off without a hitch and the results have been spectacular. The membership is thrilled with the new Ted Ray Pub and the reimagined Byron Nelson room has been a hit as well. Your team was professional (and clean!) throughout the project. We appreciate the attention to detail that went into this renovation.”

Gerald Lemieux, President, Inverness Club.

CORE VALUES

- Adaptability
- Integrity
- Dependability
- Community
- Empathy

CONSTRUCTION CLIENTS

- Brightmark Energy Anaerobic Digester
- ProMedica Toledo Hospital Renovation
- Multiple custom single-family homes in NW Ohio & SW Michigan

EDUCATION & MEMBERSHIPS

- Associate Degree – Business Administration – Owen’s Community College
- Bachelor’s Degree - Bowling Green State University - Construction Management
- OSHA 30-hour Safety Certification
- OSHA 10-hour Safety Certification
- First Aid and CPR
- NAWIC Toledo 282 since 2015





TOM CRAMER

SUPERINTENDENT

■ 419-867-9119

■ tcramer@millerdiversified.com

PROFESSIONAL BACKGROUND

Tom serves as the Site Superintendent, overseeing field supervision, schedules, and project requirements at the job site. With over 25 years of professional construction experience, he possesses a comprehensive understanding of all construction facets. His portfolio includes diverse projects, notably large-scale school constructions. Tom excels in management, organization, communication, and coordination, collaborating closely with team members to ensure seamless project execution. With a background as a carpenter, he intimately understands the day-to-day challenges at construction sites. Tom is instrumental in assuring each project is completed according to specifications, always with quality in mind. As a former carpenter working in the trades, Tom knows firsthand what the challenges can be on a day-to-day basis at a construction site, and he works tirelessly to ensure quality workmanship, manage the schedule, troubleshoot manpower issues, and resolve conflicts in the field in an equitable and timely manner.

CONSTRUCTION CLIENTS

- Adrian College
- Lourdes University
- Eastwood Middle School
- Martin's Ferry
- Imagination Station
- Siena Heights University

CORE VALUES

- Family
- Hard Work
- Honesty
- Integrity
- Respectfulness

QUALIFICATIONS & CERTIFICATIONS

- ICRA Certification
- OSHA-30 Certification
- STSC Certification
- ProCore Certification
- Rigging Certification
- CPR / First Aid



REFERENCES

When it comes to performance, we look at two key success metrics on the project as whole.

- **Project Goal Fulfillment:** This includes measures such as schedule, budget, inclusion goals, etc. The goals of each project are unique, but clearly defined to help our team serve our clients well.
- **Customer Satisfaction:** As a part of our closeout procedures, we conduct final meetings designed to help tie up loose ends, answer questions, and ensure the customer is delighted with our work. Our goal is to have each and every client become a passionate advocate of our brand. Ensuring customer satisfaction is handled personally by our team on every project.

Over the years, we've worked with many wonderful partners across the expanded Midwest who recommend our work based on the longstanding good performance of our team. Please feel free to contact some of our references below, but we can make many more available upon request.

DAVE DESKINS

Superintendent
Greene County Career Center
P: 937-372-6941 ext. 1152
E: dskins@greeneccc.com

JIM FOGEL

Superintendent
Martins Ferry Schools
P: 740-633-1732
E: jim.fogle@omeresanet.net

TOM HOSLER

Superintendent
Perrysburg Schools
P: 419-874-9131 ext. 2130

MICHELLE PATRICK

Superintendent
Springfield-Clark CTC
P: 937-325-7368 ext. 117
614-732-1556
E: michellepatrick@scctc.org

JEFF SMITH

Owner/Client
SSS NW Ohio #2, LLC
P: 419-509-4131

MARK RADABAUGH

Owner/Client
P: 419-837-5015



ATTACHMENT A:

AGREEMENT OF OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

THIS AGREEMENT is entered into this 10 day of May, 2024, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) Miller Diversified Construction, whose address is 1656 Henthorne Dr., Suite 100, Maumee, OH 43537, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought proposals for an **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** of the building at 400 E. Lincoln; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** posted April 18, 2024, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of three years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all work completed by the Contractor through such date.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days after invoice unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractors role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the

Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

11. STANDARD INSURANCE REQUIREMENTS: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Contactor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

Contractor:
Miller Diversified Construction
1656 Henthorne Drive, Suite 100
Maumee, OH 43537

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated May 10, 2024, to the City's Request for Proposals dated April 18, 2024 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor ____ response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and

conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor

By: Kurt Miller
Its: President / CEO

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

On this 10 day of May, 2024 before me personally appeared Kurt Miller, who acknowledged that with authority on behalf of Miller Diversified to do so he/she signed this Agreement.

Alyssa M. Taylor
Notary Public
Lucas County, Ohio
Acting in LUCAS County, Ohio
My commission expires: November 9, 2025



ALYSSA M TAYLOR
Notary Public, State of Ohio
My Commission Expires
November 9, 2025

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mark Clemence, Assistant City
Manager (Approved as to substance)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|-----------------------|
| PRODUCER Hylant Group Inc - Toledo 811 Madison Ave Toledo OH 43604 | CONTACT NAME: Jenny Nugent | |
| | PHONE (A/C. No. Ext): 567-316-0305 | FAX (A/C. No): |
| E-MAIL ADDRESS: jenny.nugent@hylant.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Westfield Insurance Company | | 24112 |
| INSURER B : Zurich American Insurance Co | | 16535 |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |


COVERAGES **CERTIFICATE NUMBER:** 1407985255 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | CMM121839P | 1/1/2024 | 1/1/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | CMM121839P | 1/1/2024 | 1/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | CMM121839P | 1/1/2024 | 1/1/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | CMM121839P | 1/1/2024 | 1/1/2025 | <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Ohio Stop-Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A B | Leased/Rented Equipment Work Comp - IN, KY, TN | | | CMM121839P WC607264000 | 1/1/2024 5/18/2023 | 1/1/2025 5/18/2024 | Limit \$100,000 Limit \$1M/\$1M/\$1M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

| | |
|---|--|
| For Informational Purposes Only Miller Diversified Construction Company 3410 Briarfield Blvd Ste A Maumee OH 43537 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

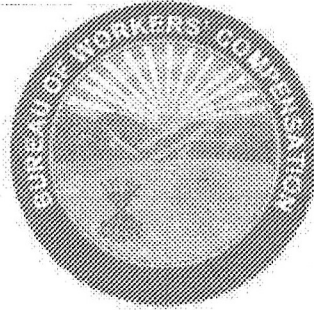
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01739660

Period Specified Below
07/01/2024 to 07/01/2025

MDE STAFFING SOLUTIONS LLC
1656 HENTHORNE DR
MAUMEE OH 43537-1369



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

**ATTACHMENT B:
 BIDDER'S AGREEMENT
 FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
 SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
 BUILD**

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

| | |
|---|--------------------------------|
| Kurt Miller | 5/10/2024 |
| PREPARED BY (Print Name) | DATE |
| CEO/President | 5/10/2024 |
| TITLE | DATE |
|  | Kmillerr@millerdiversified.com |
| AUTHORIZED SIGNATURE | E-MAIL ADDRESS |
| Miller Diversified Construction | |
| COMPANY | |
| 1656 Henthorne Dr. Maumee, OH 43537 | 419-867-9119 |
| ADDRESS | PHONE |
| NAME OF PARENT COMPANY | PHONE |
| ADDRESS | |

**ATTACHMENT C:
COST PROPOSAL
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
BUILD**

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

| COST PROPOSAL | |
|------------------------------------|-------------------|
| ITEM | BID AMOUNT |
| Phase 2 (From Date of Appointment) | \$ 22,255 |
| Phase 3 | \$ 47,265 |
| Phase 4 | \$ 83,020 |
| TOTAL BID AMOUNT | \$ 152,540 |
| ADDITIONAL BID ITEMS | |
| | \$ |
| | \$ |
| GRAND TOTAL AMOUNT | \$ 152,540 |

Firm Name Miller Diversified Construction

Authorized signature 

Printed Name Kurt Miller

Date 5/10/24

**ATTACHMENT D:
 IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
 FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
 SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
 BUILD**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

| | |
|---|-------------------------------|
| Kurt Miller | 5/10/2024 |
| PREPARED BY (Print Name) | DATE |
| CEO/President | 5/10/2024 |
| TITLE | DATE |
|  | KMiller@millerdiversified.com |
| AUTHORIZED SIGNATURE | E-MAIL ADDRESS |
| Miller Diversified Construction | |
| COMPANY | |
| 1656 Henthorne Dr. Maumee, OH 43537 | 419-867-9119 |
| ADDRESS | PHONE |
| | |
| NAME OF PARENT COMPANY | PHONE |
| | |
| ADDRESS | |
| 20-4304114 | |
| TAXPAYER I.D.# | |

maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

Our current suite of software and management systems includes:

- **Procore is used for comprehensive project management, enabling us to track direct and indirect program costs, maintain schedules, and manage project documentation effectively.**
- **QuickBooks is used for financial tracking and management, project accounting, invoices, expenses, and financial reporting.**
- **MS Project aids in scheduling and project timeline management.**

6. Describe the firm's method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

Our firm employs a multi-faceted approach to ensure effective budget/cost control, quality control, and adherence to the project schedule. We utilize a detailed budgeting process that involves comprehensive cost estimation, including direct and indirect program costs. Regular monitoring and tracking of expenses against the budget are conducted using Procore and QuickBooks. Any deviations from the budget are promptly identified and addressed through rigorous cost control measures, such as value engineering and cost-saving strategies.

Quality control is paramount in our project management approach. We implement stringent quality assurance protocols at every stage of the project, encompassing material selection, construction methodologies, and adherence to industry standards and regulations. Regular inspections and quality checks are conducted by qualified personnel to ensure that all work meets or exceeds quality expectations. We have built an extensive library of quality checklists that are used on site at every stage of construction to ensure complete compliance with the project documents and specifications.

Maintaining adherence to project schedules is essential for timely project delivery. We leverage MS Project to develop detailed project schedules that outline tasks, milestones, and dependencies. Throughout the project lifecycle, we closely monitor progress against the schedule, identifying potential delays or bottlenecks early on. Proactive measures, such as resource reallocation and schedule adjustments, are implemented to mitigate any schedule deviations and ensure project milestones are met on time.

In addition, we will prepare or enforce the General Contractor to prepare a 3 week look ahead schedule that will be updated and distributed to subcontractors and vendors on a weekly basis. By integrating these methods into our project management approach, we ensure that projects are executed efficiently, within budget, and to the highest standards of quality and timeliness.

7. Describe how the firm stays up-to-date on all construction code, regulatory and other legal requirements related to community buildings.

Our firm prioritizes staying informed of all construction codes, regulatory requirements, and legal mandates pertinent to community building projects. We actively participate and serve in leadership positions with relevant professional organizations and industry associations – including the local Association of General Contractors (AGC), Home Builder’s Association (HBA), area county economic development commissions, the Toledo-Lucas County Port Authority, and others – which serve as valuable resources for accessing updated information on construction codes and regulations. Participation in these networks facilitates knowledge exchange and keeps us informed about emerging trends and regulatory changes affecting community building projects.

We also value the collaborative relationships we’ve built with local building departments, planning commissions, and other regulatory authorities. This engagement enables us to stay informed about upcoming changes to building codes, zoning regulations, and permitting requirements specific to community buildings. Regular communication with regulatory officials also facilitates proactive compliance and timely resolution of any regulatory issues that may arise during the project.

We consult legal experts specializing in construction law to ensure compliance with all legal requirements relevant to community building projects. Legal counsel provides guidance on navigating complex regulatory frameworks, contractual obligations, and risk management strategies, helping us mitigate legal risks and ensure project success. Finally, we leverage digital resources such as online databases, regulatory websites, and subscription services to access up-to-date information on construction codes and regulations. These resources provide convenient access to relevant statutes, ordinances, and regulatory updates, allowing us to incorporate the latest requirements into our project planning and execution processes.

8. Describe your firm’s preferred plan for on-sight observation/supervision of the project.

We will take direction from the owner on the level of on-site presence required by the Owner’s Representative, depending on the delivery method selected for construction (Construction Manager as Agent (CM) or General Contractor). On-site observation and supervision is critical to ensure the successful execution of projects, whether that supervision is provided by the General Contractor, CM, Owner’s Representative, or a combination.

Scenario #1:

Construction Manager as Agent (CMA) multi-prime contract with Miller Diversified serving as the construction manager and providing full time on-site supervision is our preferred plan for site supervision. This will be the least cost solution for the owner.

Scenario #2:

Miller Diversified serving as Owner’s Representative and construction delivery method being General Contractor (GC) wherein the GC provides a

superintendent/foreman and OR provides full time oversight of the GC's personnel and construction activities. This will be the most expensive option for the owner.

Scenario #3:

Miller Diversified serving as Owner's Representative and construction delivery method being General Contractor (GC) wherein the GC provides a superintendent/foreman and OR provides part time on-site supervision and observation of GC activities for critical components of the project only.

9. Provide any additional information that the City should consider regarding your experience, proposed services and / or the Project.

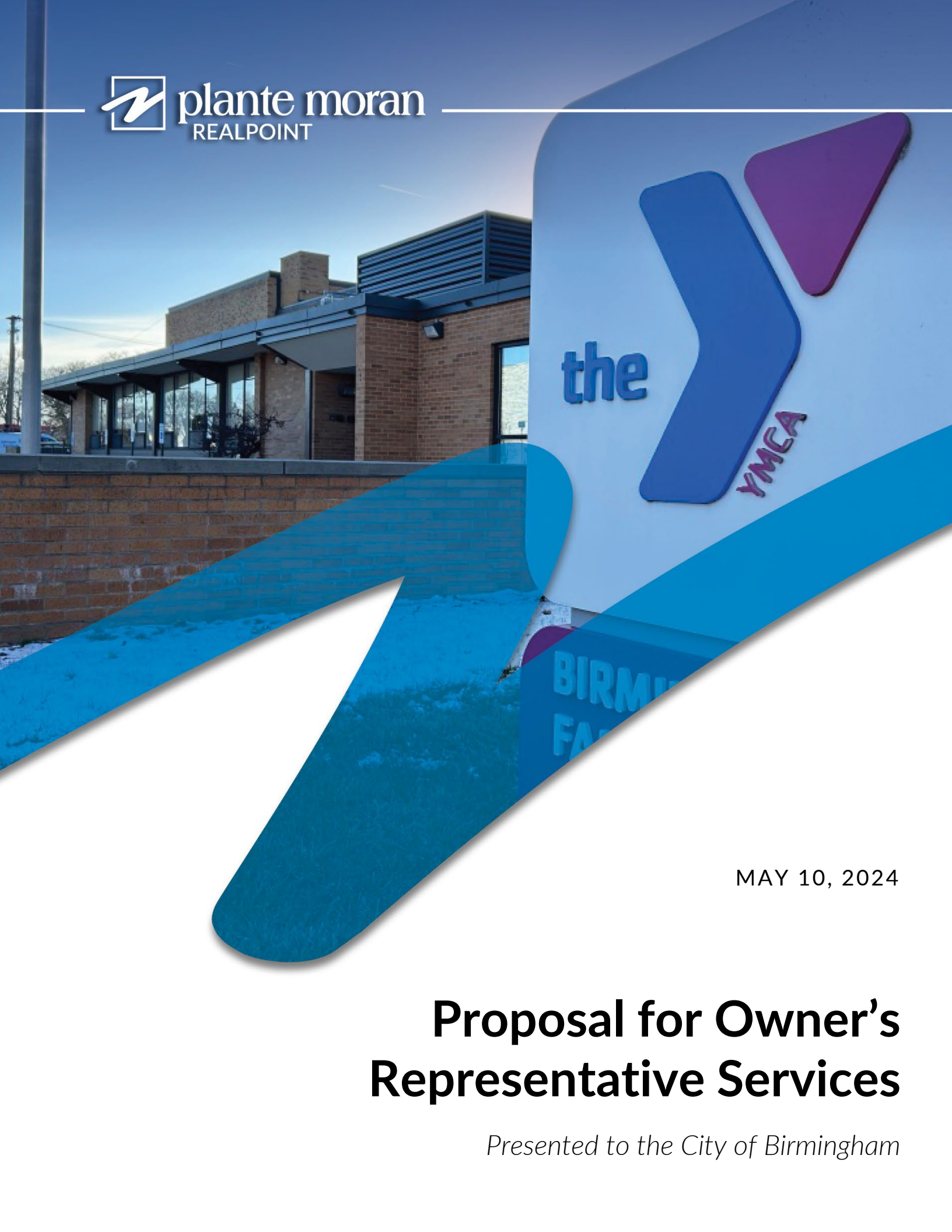
- a. **Ohio Facilities Construction Commission (OFCC) Pre-Qualified: Miller Diversified was notified at the end of 2023 that we have been pre-qualified as a master service provider for Owner Agent Consulting Services through June 2026 with the OFCC. We are proud of the publicly funded projects we have worked on and the clients we have served in the public sector and with many school districts and municipalities and look forward to continuing this work.**

Birmingham YMCA Project
 Miller Diversified
 Project Schedule
 Thu 5/9/24

| ID | Task Mode | Task Name | Duration | Start | Finish | Half 1, 2024 | | | | | Half 2, 2024 | | | | | Half 1, 2025 | | | | | Half 2, 2025 | | | | | Half 1, 2026 | | | | | Half 2, 2026 | | | | |
|----|-----------|--|-----------------|--------------------|--------------------|--------------|---|---|---|---|--------------|---|---|---|---|--------------|---|---|---|---|--------------|---|---|---|---|--------------|---|---|---|---|--------------|---|---|---|---|
| | | | | | | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J |
| 1 | | YMCA - Birmingham, MI - Project Schedule | 634 days | Mon 2/12/24 | Thu 7/16/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | | Phase I (Completed) | 71 days | Mon 2/12/24 | Mon 5/20/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | | Phase II | 44 days | Thu 5/23/24 | Tue 7/23/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | | O.R. Project Setup and Initial Meetings | 5 days | Thu 5/23/24 | Wed 5/29/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | | Concept Plans Design Phase Wrap Up | 20 days | Thu 5/30/24 | Wed 6/26/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | | RFQ Results - Full Design Services | 5 days | Thu 6/27/24 | Wed 7/3/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | | Prepare RFP - Full Design Services | 5 days | Thu 7/4/24 | Wed 7/10/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | | Evaluate Funding Options | 1 day | Thu 7/11/24 | Thu 7/11/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | | Early Coordination with Utility Companies | 2 days | Mon 7/22/24 | Tue 7/23/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | | Phase III | 130 days | Tue 7/23/24 | Mon 1/20/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | | Post RFP for final design and construction plan preparatic | 23 days | Tue 7/23/24 | Thu 8/22/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | | Evaluate, Interview, Recommend, and Select Architect | 17 days | Fri 8/23/24 | Mon 9/16/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | | Design Development (DD) Design Phase | 45 days | Tue 9/17/24 | Mon 11/18/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | | Construction Documents (CD) Design Phase | 30 days | Tue 11/19/24 | Mon 12/30/24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | | Prep RFP for Construction, Develop Work Scopes, etc. | 5 days | Tue 12/31/24 | Mon 1/6/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | | Finalize Design, Approvals, and Permitting | 10 days | Tue 1/7/25 | Mon 1/20/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | | Phase IV | 398 days | Tue 1/7/25 | Thu 7/16/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | | RFP for Construction Services | 30 days | Tue 1/7/25 | Mon 2/17/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | | Award construction contract | 3 days | Tue 2/18/25 | Thu 2/20/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | | Construction, On-site Observation, & Project Oversight | 18 mons | Fri 2/21/25 | Thu 7/9/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | | Closeout | 5 days | Fri 7/10/26 | Thu 7/16/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | | Project Complete | 0 days | Thu 7/16/26 | Thu 7/16/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



plante moran
REALPOINT



MAY 10, 2024

Proposal for Owner's Representative Services

Presented to the City of Birmingham

City Manager Jana Ecker
151 Martin Street
Birmingham, MI 48009

Re: RFP for Owner's Representative Services – City of Birmingham Senior/Recreation Project

Dear Jana,

Thank you for allowing Plante Moran Realpoint (PMR) the opportunity to submit our proposal for Owner's Representative Services to the City of Birmingham. Our goal is to provide a suite of services that will work in harmony with your organization, and to be your advisor for this important engagement. We believe PMR can provide the City of Birmingham with the most comprehensive and experienced team to conduct this process and build on the work undertaken by the City of Birmingham, the Senior/Recreation Ad Hoc Committee, and NORR architects to date.

Teaming with our firm offers the following benefits to the City of Birmingham:

- **Proven Track Record with the City of Birmingham** - PMR has provided successful Owner Representation services for the Birmingham Ice Sports Arena renovation/addition project keeping the project on time and under budget.
- **Community Recreation Center Owner's Representation Experience** – PMR is a highly experienced community recreation center Owner's Representative in the State of Michigan. Some of our projects include the Farmington Hills Hawk, Van Buren Twp. Community Center, Redford Twp. Recreation and Wellness Center, West Bloomfield Recreation Center, Waterford Twp. Community Center, Birmingham Seaholm Auxiliary Gym and Athletic Field Improvements, Birmingham Groves Auxiliary Gym and Athletic Field Improvements, and the Grosse Pointe Neighborhood Club.
- **Strong Relationships with A/E and CM Firms** – Since PMR is one of the largest OR firm in Michigan, companies want to do work with us. PMR is proactive with soliciting firms to bid your project, allowing for a higher degree of success.
- **Local Firm Presence** – Our main office is located in Southfield and the projects main point of contact, Robert Stempien, lives 6 minutes away from the existing YMCA building.
- **Trust**– Trust is earned, not given. PMR has helped clients achieve their goals and objectives for the past 25+ years. We know that municipal projects are different. They involve consensus governing bodies that need to be the voice of the community they represent. This is an important project for the City of Birmingham, Beverly Hills, Bingham Farms and Franklin communities and PMR would be honored to service as your Owner's Representative.

We look forward to the opportunity to work with the City of Birmingham to meet your goals and objectives. Again, thank you for the opportunity to present this proposal. We look forward to discussing it in more detail with you.

Sincerely,



Paul R. Wills, AIA, AP, NCARB
Partner
Paul.Wills@plantemoran.com
(248) 223-3316



Robert Stempien, AIA
Senior Vice President
Robert.Stempien@plantemoran.com
(248) 603-5252



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| SECTION 5 | Project Approach |
| SECTION 6 | Cost Proposal & Schedule |
| SECTION 7 | Additional Information |
| SECTION 8 | Required Forms |

Main Point of Contact

Robert Stempien

Senior Vice President

Robert.Stempien@plantemoran.com

Work #: (248) 603-5252 | Mobile #: (248) 766-0996



400 E. LINCOLN

SECTION 1

Project Understanding

Project Understanding

Plante Moran Realpoint aligns project pursuits with clients that value our services we provide. PMR has been tracking this important project which will have a lasting impact on NEXT and the communities they serve, the YMCA, and the City of Birmingham. Because of this interest, we have provided our “notes” about your project based on meetings, reports, existing documents, and public information provided. The following are some of our project understanding information we have gathered about your project:

Key Relevant Observation Items:

A Senior/Community Center Ad Hoc Committee has formulated Goals and Objectives for the project. This committee has representation from NEXT, YMCA, Planning Board, Parks & Recreation Board, City Commission, Architect, Engineering, and Construction community members.

The City of Birmingham will be a landlord for NEXT and YMCA.

The desire for the City of Birmingham is to develop a “public private partnership to deliver social good”.

The City of Birmingham purchased the building and site from the YMCA for \$2M.

The YMCA may occupy 25% of the existing building per the purchase agreement.

NEXT has identified 28,600 s.f. of program space needs (exclusive of circulation and support spaces).

NEXT is a 501 (c) (3) non profit organization comprised of community members from Birmingham, Beverly Hills, Bingham Farms, and Franklin.

NORR was engaged to provide a building/site assessment report and conceptual designs. The report is due 5-15-24.

A public information engagement was held at the YMCA on 4-29-24. A second engagement will be held at NEXT (Midvale) on 5-22-24.

The City of Birmingham applied for a \$8M grant. No defined budget has been provided for the project.

The building will need to accommodate at least (2) offices for the City of Birmingham Parks and Recreation Department.

A structural and MEP assessment report was provided by IMEG dated 5-12-2023 and a roofing report by Royal Roofing dated 9-25-2015.

Project Understanding

(continued)

Building/Site Information

The site size is 1.53 acres

The building is approximately 40,107 s.f.

The original building was constructed in 1965

Pool and racquetball court addition constructed in 1972

West side single-story addition Wellness Center with basement was constructed in 1988

A single-story addition was added to the northwest corner of the building

There are 74 parking spaces currently provided on site. The adjacent St. James park to the south has 55 parking spaces that are adjacent to the YMCA site.

IMEG and Dasi/Nasr provided a visual, non-invasive structural and MEP Assessment report dated 5-12-23. The following are some report highlights:

Structural Issues

Steel lintel supporting exterior brick at south wall has deflected and rotated.

Cracked foundation walls on east side of building

Cracked foundation at north elevation columns

Concrete pool exit stair nosing are in poor condition

The pool mechanical room walls are in poor condition. Ground water infiltration is present at north and east walls. Some repairs were conducted 16 years ago.

MEP Needs

The existing (2) hot water boilers are original. Tubes and burners have been replaced periodically and no known issues are present. IMEG recommends replacement in 1 to 4 years.

The main boiler pumps were replaced 2 years ago.

There are (4) AHU in the upper level mechanical rooms. (3) units serve the men's adult locker room, family locker room and lower lobby and are original to the building. (1) unit was installed in 1967.

Project Understanding

(continued)

There is a separate AHU that services the gym.

Each of the AHU's have been retrofitted with cooling coils and have drain pans in poor condition.

(4) roof top units serve the facility. One services the women's adult locker room and was installed in 2018. One services the wellness center and was installed in 2000. The weight room RTU was installed in 1965. One RTU is abandon.

(6) air cooled condensing units serve the facility. One serves the men's adult locker room and was installed in 1965. One serves the family locker room. Two serve larger AHU's and are located on grade. One older unit is located on the roof and serves the office area. One new heat pump services the mini splits for the lower level gym.

Natatorium Needs

Pool ceiling mechanical duct framing and light fixture supports are corroded and need replacement.

Signs of corrosion observed at exposed steel in pool area (where visible and fireproofing not present).

The 1995 pool heater requires replacement (24 years old).

The 1975 pool AHU is in poor condition and should be replaced. It currently comingles intake air with pool mechanical room. The AHU is for heating only and does not have an air side economizer to provide free cooling and does not provide dehumidification.

The pool mechanical room requires a separate exhaust system.

A dehumidification system is needed to condition the air at the pool area.

A new surge tank is recommended.

Site Needs

The asphalt paving is in poor condition and needs replacement.

Isolation joints between the building and the pavement need addressing. They currently are allowing water infiltration into the boiler room.

Project Understanding

(continued)

Roof Issues (Royal Roofing report dated 9-24-15)

The gym 5,967 s.f. roof membrane was installed in 2013. Should be replaced in 2025.

The 7,086 sf. north single-story roof (near Lincoln) was installed in 1987. Should be replaced in 2019.

The 2,339 s.f. single story west side area was installed in 1997. Should be replaced in 2022.

The weight room 2,288 s.f. roof was installed in 1987. Should be replaced in 2019.

The 800 s.f. southwest corner roof was installed in 1997. Should be replaced in 2025.

The 4,138 s.f. pool roof was installed in 1997. Should be replaced in 2022.

The total roof area is 22,618 s.f.

Per the IMEG report, the gym has a single ply membrane roof and is in “good” condition. The pool roof is in “fair” condition. The rest of the single-story roofs are ballasted single ply or built up in “fair” condition.

Section 2.1 | Property Overview | Birmingham Family YMCA

ZONING INFORMATION

| | |
|-------------|---------------------------------|
| DESIGNATION | R-4* |
| DESCRIPTION | Two-Family Residential District |

ZONING REQUIREMENTS

| | |
|--|---|
| PERMITTED USES | One & two family residential, institutional & rec. uses. |
| MINIMUM LOT AREA (SF) | Minimum Lot Area (square feet) 3,000 square feet / two family unit |
| MINIMUM YARD SETBACKS (FT) | 25 feet (front); 30 feet (rear); and 25 feet on each (side) |
| MAXIMUM COVERAGE RATIO (%) | 40% of lot area |
| MINIMUM FRONT YARD SETBACK REQUIREMENT (FT.) | 25 feet |
| MINIMUM REAR YARD SETBACK REQUIREMENT (FT.) | 30 feet |
| MINIMUM SIDE YARD SETBACK REQUIREMENT (FT.) | 25 feet on each side when lot width is >100 feet |
| MINIMUM FLOOR AREA PER UNIT (SF) | 800 square feet (one story) |
| MAXIMUM BUILDING HEIGHT (FT) | 35 feet (2.5 stories) |

*This zoning allows for a two-family dwelling at a minimum of 3,000 sf per unit (where a unit includes 2 dwellings). The adjacent R3 one-family zoning allows for a minimum of 4,500 sf per lot.

9

City of Birmingham's Overall Strategic Goal (developed by the Senior/Recreation Center Ad Hoc Committee)

"Offer City services and amenities that enrich the lives of residents of all ages"

Recommended Actions: Create a task force to facilitate an aging in place plan, develop a plan for a permanent senior/community center to house Next senior services and to offer space for multigenerational programs, engage with youth in the community with a teen board or committee

Goals

1. Develop a plan for an adaptable active senior/community center with flexibility for current future uses.
2. Integrate the design and use of the senior/community center with St. James Park.
3. Promote 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 budget.

Objectives

1. Create a permanent home for Next.
2. Support Next in providing a wide range of services to seniors.
3. Provide community gathering spaces (indoors and outdoors).
4. Support the provision of health, fitness, and recreation programming for all ages.
5. Support the provision of social and emotional enrichment for all ages.
6. Support multigenerational programming opportunities and lifelong learning.



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SECTION 2

Firm Overview

Firm overview

Plante Moran Realpoint introduction

Plante Moran Realpoint is a comprehensive, full-service real estate consulting and program management/owner's representative firm delivering successful capital projects concept through completion.

We are affiliated with Plante Moran, one of the nation's largest public accounting and business advisory firms.

We have served as an independent owner's representative for more than 25 years, working on an average of \$3 billion per year in program management across a variety of industries. Plante Moran Realpoint is built on a foundation of integrity and independence. We advocate solely for our clients at all times. As your unbiased advisor, we bring dedicated resources, proven processes, and deep experience to guide you in making the right strategic, financial, and mission-driven decisions.

We bring a team of true industry professionals

Our team of professionals brings a broad background of experience and skills. We serve as an extension of an organization by creating a customized team dedicated to addressing your evolving needs. Our team members have previous experience as:

- ✓ Accountants/CPAs
- ✓ Architects
- ✓ Attorneys
- ✓ Construction Specialists
- ✓ Development Specialists
- ✓ Engineers
- ✓ Financial Analysts
- ✓ FF&E Procurement Specialists
- ✓ LEED-Accredited Professionals
- ✓ Project Managers
- ✓ Real Estate Professionals
- ✓ Relocation Managers

Scalable to any industry and size

Our clients span corporate offices to municipalities, single buildings to global portfolios. You get the full depth and breadth of our experience, no matter the industry or scale of the project.



One firm, infinite resources



Plante Moran Realpoint is affiliated with Plante Moran, one of the nation’s largest certified public accounting and business advisory firm, providing clients with financial, human capital, operations, strategy, technology, and family wealth management services. Our dedication to exceptional accounting and management consulting is 100 years in the making.



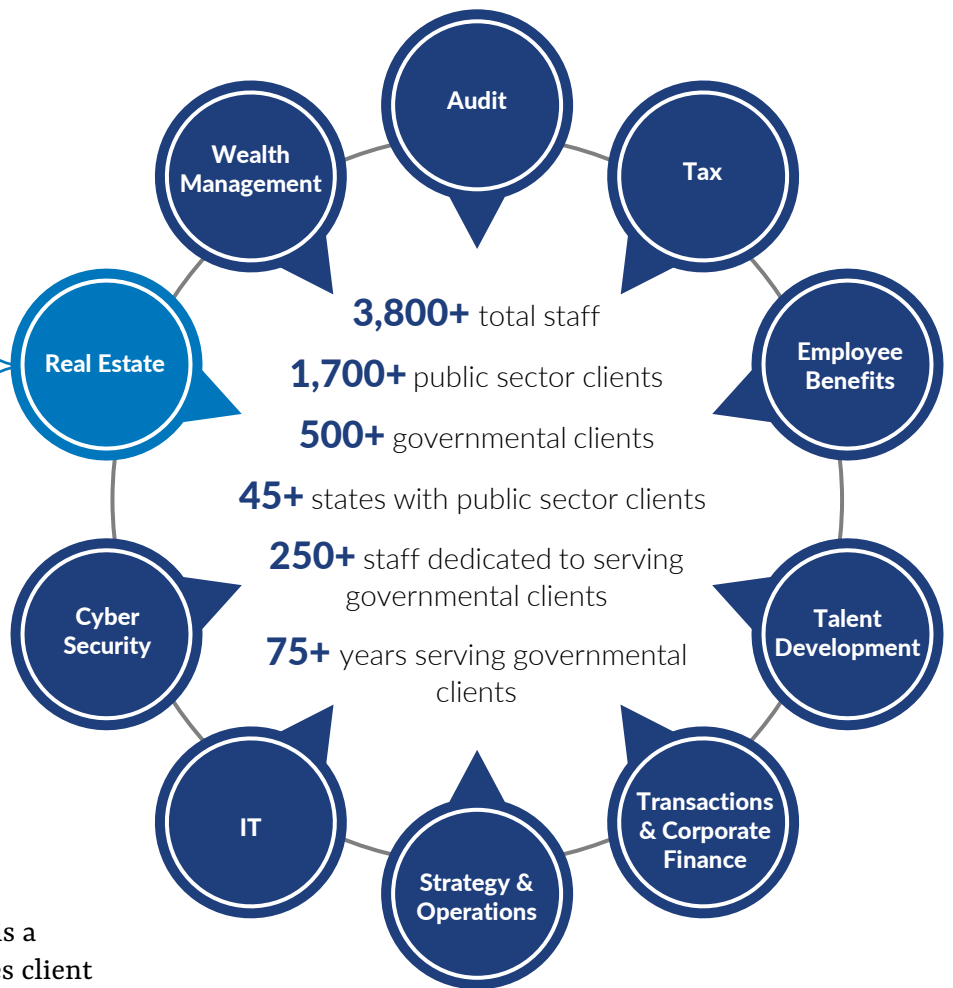
125+ multidisciplinary staff specializing in real estate and construction

55+ in-house design and construction professionals

\$1.5B+ in real estate assets under management

\$6B+ in active construction program oversight

Millions of square feet in real estate transactions



Structured differently – to serve you differently

Our “**one-firm**” firm philosophy is a unifying structure that prioritizes client service over maximizing profits. You receive the collective power of the firm and all its affiliates, not just an individual team or office.

What does all this mean for you?



SEAMLESS SERVICE

Engaging with us will give you unfiltered access to the right experience at the right time through our affiliation with Plante Moran and Plante Moran Realpoint.



PERSONAL TOUCH

The better we know you, the better we can serve you. We build lasting relationships to foster a client-focused, collaborative culture.



FUTURE-FOCUSED

Your future is our priority. We partner with you to help you achieve your goals today and beyond.

Real estate & construction “department for hire”

We seamlessly integrate into your organization, providing the necessary experience for any real estate or construction project through a single point of contact.

Our services include:



Real estate consulting

- Development advisory & feasibility
- Real estate strategy
- Incentives
- Public-private partnerships
- Market studies
- Highest & best use analysis
- Workplace & space utilization



Real estate transactions

- Occupier representation
- Investment acquisitions & dispositions
- Debt procurement
- National site selection
- Sale-leasebacks
- 1031 like-kind exchanges
- Lease administration



Owner's representation / development advisory

- Project feasibility & delivery methods
- Program budget, schedule, & scope development
- Team selection & procurement
- Project management
- Design & construction oversight
- Furniture, technology, & equipment coordination

Selected Public Sector Clients



The Plante Moran Realpoint difference

Proven Track Record with the City of Birmingham

Plante Moran has provided successful owner's representation (OR) services for the Birmingham Ice Sports Arena renovation/addition, keeping the project on time and under budget.

Your trusted advisor

We will solely represent and advocate on behalf of your organization, which allows us to provide unbiased recommendations throughout the project as your independent advocate. Your project savings go BACK into your projects, NOT into our pockets.

Community Center Owner's Representation Experience

Plante Moran Realpoint is the one of the most experienced community center OR in Michigan. Some of our projects include Farmington Hills Hawk, Van Buren Twp. Community Center, Redford Twp. Recreation and Wellness Center, West Bloomfield Recreation Center, Waterford Twp. Community Center, Birmingham Seaholm Auxiliary Gym and Athletic Field Improvements, Birmingham Groves Auxiliary Gym and Athletic Field Improvements, and Grosse Pointe Neighborhood Club.

We understand municipalities

We know that municipal projects are different. They involve consensus governing bodies that need to be the voice of the community they represent. Our experience working on more than a billion dollars in public projects means we understand the challenges and opportunities these types of projects present.

Extensive Cost & Budget Development Experience

Plante Moran Realpoint has assembled historical cost and revenue data from area senior/recreation centers to help the City of Birmingham understand potential expenses and revenue opportunities. This information will help develop a cash flow model to determine capital outlay needs and a master budget for your project.

Extensive Schedule Development Experience

Plante Moran Realpoint can help the City of Birmingham build a master schedule with realistic time frames for design document development, estimating, approvals, and construction.

Professional Fee & Cost Market Knowledge

Plante Moran Realpoint helps clients oversee billions of dollars in construction in Michigan. We understand the current market rates and costs for architects/engineers, construction managers, and consultants and will advocate on your behalf for fair fees.

Strong Relationships with A/E and CM Firms

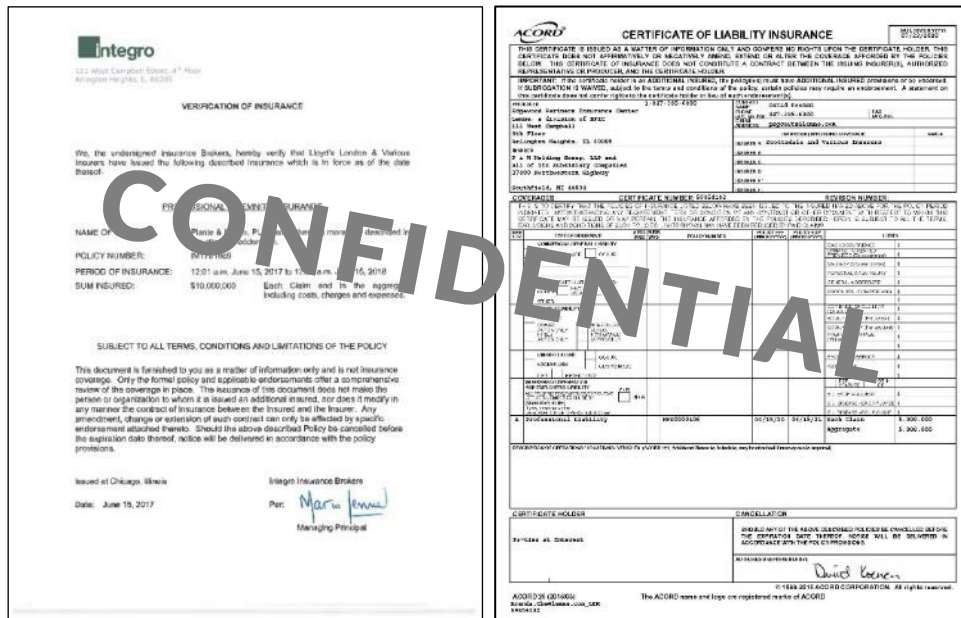
As one of the largest OR firms in Michigan, companies want to work with us. PMR is proactive in soliciting firms to bid on your project, allowing for a higher degree of quality bids.

Local Presence

Your point of contact, Robert Stempien, has a proven track record with the City of Birmingham and lives 6 minutes away from the existing YMCA building.

Insurance information

We carry appropriate levels of commercial liability, automobile liability, excess umbrella liability, and workers' compensation and employer's liability insurance. We carry \$5 million in professional liability (errors and omissions) coverage, underwritten by leading insurers including Lloyd's of London, at amounts commercially appropriate for a firm our size. We are happy to provide verifications of our insurance coverage if we are retained by .



Firm information

| | |
|---|--|
| Legal Name: | Plante & Moran Realpoint, LLC |
| Headquarters Address & Contact: | 3000 Town Center, Suite 100, Southfield, MI 48075 Phone: (248) 223-3500 Fax: (248) 223-3150 |
| Business Organization (Confidential) | PLANTE & MORAN REALPOINT, LLC is owned 50% by P&M HOLDING GROUP, LLP and 50% by REALPOINT MEMBER, LLC. PMR is managed by an executive board consisting of 2 directors from REALPOINT MEMBER, LLC and 2 directors from P&M HOLDING GROUP, LLP. The chairman of the executive committee and president of PMR is a member of REALPOINT MEMBER, LLC. |
| Year Established | 1995 |
| Legal Formation | Limited Liability Company |
| State of Incorporation | Plante & Moran Realpoint, LLC's Articles of Organization have been filed in the State of Michigan since January 20, 1995. |
| Firm's Officers | Bill Lichwalla, President & CEO |



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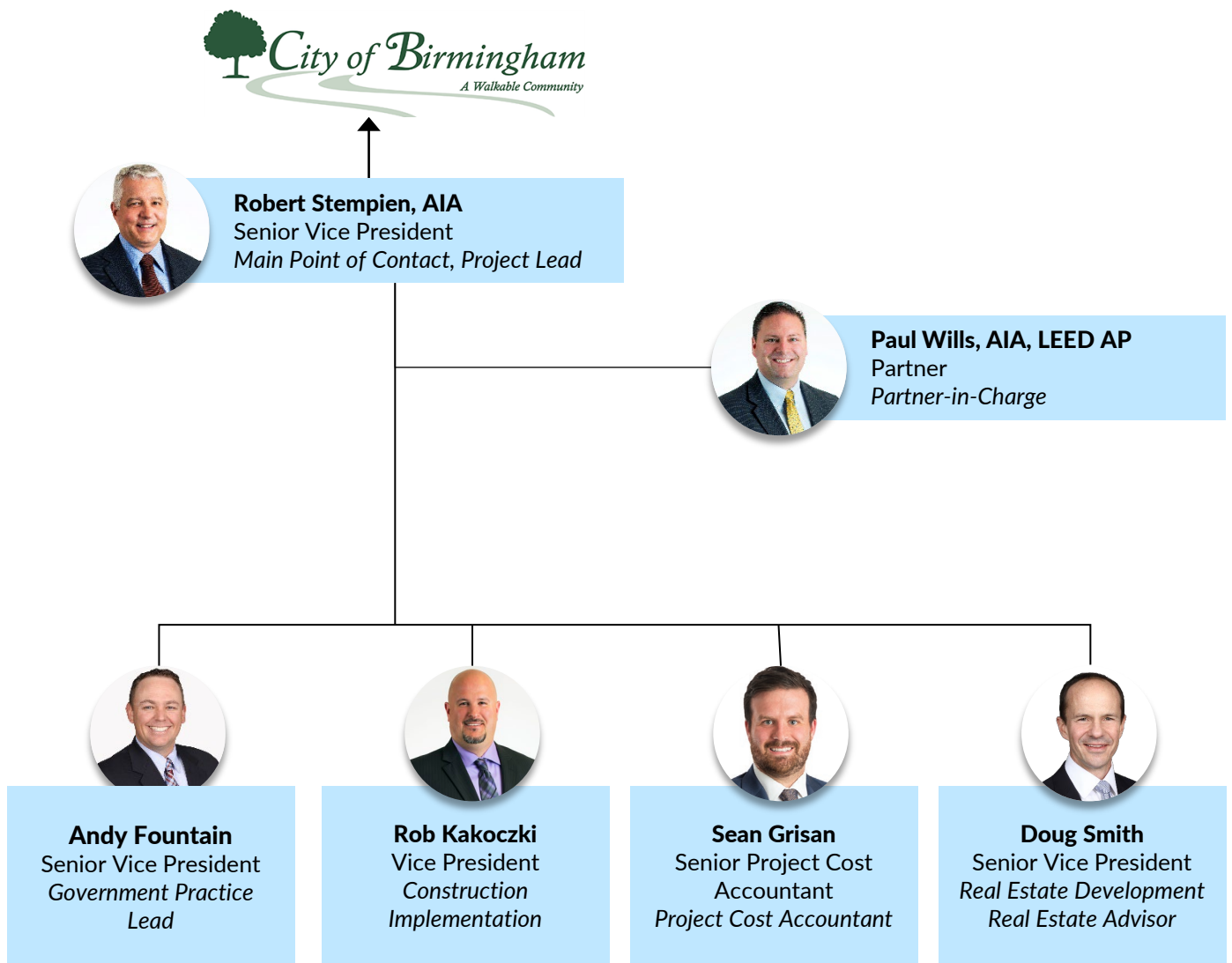
SECTION 3

Your Team

Your team

Organization chart

Our greatest asset is our people — not just their knowledge, but also their integrity and their commitment to our clients, staff, and communities. Our philosophy for staffing your engagement is simple: find the best people with the most relevant experience and balance the team with varied ways of thinking that complement one another. We have structured our team to deliver the specialized knowledge and personal fit you deserve. Each person serves a necessary role on the engagement and is experienced in serving clients like you.



*Additional staff may be utilized as needed.



Robert Stempien, AIA
SENIOR VICE PRESIDENT

Robert.Stempien@plantemoran.com | (248) 603-5252

“At Plante Moran Realpoint, we go the extra mile to understand and meet our clients’ needs, exceeding their expectations at every turn.”

Encompassing more than 40 years of design and construction experience, Robert understands project implementation from planning, programming, and budgeting to design and construction execution. Robert leverages his background in architecture and construction to provide clients with unique solutions leading to their project’s success.

A recognized leader in the K-12, higher education, sports, municipal, and corporate markets, Robert is known for going the extra mile to understand and meet his clients’ needs. This mentality helps him excel at large capital improvement projects that require high-level strategic planning and development. He has worked on projects totaling more than \$3.6 billion over his career serving clients.

He spent much of his career at Barton Malow, but prior to joining Plante Moran Realpoint, Robert was vice president at Ruby + Associates, the largest structural engineering firm in Michigan.

Robert, a registered architect in the state of Michigan, has a Master of Architecture and Bachelor of Architecture from the University of Michigan and a Bachelor of Business Administration from Lawrence Technological University. He is a member of the American Institute of Architects and the Village of Beverly Hills Planning Commission. He also served two four-year terms on the governor-appointed State Board of Architects and State Board of Engineers.

Relevant Clients





Andy Fountain

SENIOR VICE PRESIDENT

Andy.Fountain@plantemoran.com | (248) 603-5088

“Our proven process starts with comprehensive planning and ends with a successful project and a satisfied client.”

With more than 20 years of experience in the construction and real estate market, Andy has the technical skills necessary to lead large capital programs to a successful close-out. He is known for his firm and fair approach to problem-solving, through which he strives to seek the best possible resolution for his clients.

As a senior vice president with Plante Moran Realpoint (PMR), Andy has worked on a variety of multimillion-dollar capital improvement programs. His role as owner’s representative is to guide clients through the process as they plan and execute their projects, helping them realize cost savings while meeting the needs of their organization.

Prior to joining PMR, Andy worked primarily in the K-12 and private sectors as both a construction manager and owner’s representative. In these roles, Andy provided process refinement, budget development, evaluation and assessment, and project management services.

Andy has a B.A. in business management from Western Michigan University.

Relevant Clients





Paul R. Wills, AIA, AP, NCARB

PARTNER

Paul.Wills@plantemoran.com | (248) 223-3316

“Project management is about leading the team with a shared vision for success. There is nothing better than seeing your hard work come to life.”

Paul, a partner with Plante Moran Realpoint, is a member of the project management team, specializing in preconstruction planning, project feasibility, and project oversight services. Paul excels in helping decision makers define and meet key project success parameters, goals, and objectives. This includes assisting with the selection of design and construction team members, working with legal counsel to develop favorable contracts, and monitoring project progress.

Paul has more than 25 years of program management experience and has completed successful capital projects worth more than \$4 billion. He has assisted numerous clients across Michigan, Ohio, Indiana, and Florida on more than 600 facilities projects involving building assessments, conceptual programming, bonding approval, and building construction for educational facilities, municipal offices, law enforcement, fire and EMS, libraries, courts, recreation centers, and DPW facilities.

Paul received his Bachelor of Science and Master of Architecture degrees from Lawrence Technological University. He became a licensed architect in 2001. Paul is a LEED-accredited professional (Leadership in Energy and Environmental Design) and a member of the American Institute of Architects (AIA). He is certified by the National Council of Architectural Registration Boards (NCARB).

Relevant Clients





Doug Smith

SENIOR VICE PRESIDENT

Doug.Smith@plantemoran.com | (248) 603-5356

“Our firm’s nontraditional structure combined with the breadth of the team’s experience ensures well-conceived, strategic, and client-focused solutions.”

Doug, senior vice president, brings more than 30 years of real estate development, finance, and management experience to Plante Moran Realpoint (PMR). Our clients gain measurable value from Doug’s knowledge of the real estate industry. Having worked for and represented private development interests as well as the public sector and community stakeholders, Doug is well-suited to represent a broad array of clients with diverse real estate objectives.

Prior to joining PMR, Doug worked for a firm that delivered real estate consulting, development management, and asset management services to public institutions, corporations, and private sector clients with a focus on public-private partnerships (P3s) and economic development. As a vice president, Doug helped clients manage and reposition their existing real estate assets, including raw land, schools, single purpose, multifamily, office, hospitality, and mixed-use developments.

He also led engagements on behalf of public sector clients seeking development experience in the planning and implementation of master plans, from feasibility analysis through capital procurement, for unique economic development projects in urban locations.

Doug began his real estate career in the banking industry as an underwriter and real estate loan officer, and subsequently worked ten years for a private real estate development firm. As part of the firm’s development team, Doug first led preconstruction from acquisition and feasibility analysis through procurement of entitlements. Ultimately, Doug played a critical role in strategic planning and oversaw land development on behalf of the firm.

Doug graduated from the University of Michigan with a bachelor’s degree in both economics and English. He has his Michigan builder’s license and is a licensed real estate broker.

Relevant Clients





Rob Kakoczki

VICE PRESIDENT

rob.kakoczki@plantemoran.com | (248) 603-5089

“Plante Moran Realpoint offers clients a proven process and unparalleled client service.”

With more than 24 years of experience in the K-12, higher education, healthcare, government, commercial, and industrial fields, Rob brings both project management insight and a strong sense of collaboration to every project. Rob is known for building lasting relationships with clients as he guides them through the development process.

Rob’s experience is in managing a project from inception to final move-in. As part of Plante Moran Realpoint, Rob is currently overseeing a \$144 million bond program for Woodhaven-Brownstown School District, a \$35 million bond program for Van Buren Public Schools, a \$59 million bond program for Redford Union School District, and a \$17 million community center addition and renovation for Van Buren Charter Township along with working on sinking fund programs with Woodhaven-Brownstown School District and Van Buren Public Schools. He previously completed a \$35 million bond program for Bedford Public Schools, a \$58 million bond program for Woodhaven-Brownstown School District, and a \$20 million bond program for Southgate Community Schools.

Rob started his career at DeMaria Building Company, working both as a project manager for the university and healthcare group and as a project estimator. His previous work includes multiple projects at the University of Michigan in Ann Arbor, Dearborn, and Flint; a variety of projects at several Detroit Medical Center hospitals throughout lower Michigan; and projects for The Department of Veteran Affairs, The United States Army Corps, Hines Property Management, the City of Detroit, and General Motors Corporation.

Rob has a degree in construction science and management from Western Michigan University.

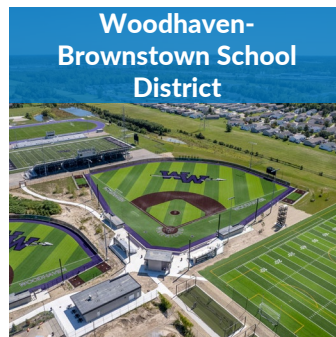
Relevant Clients



Van Buren Township
Recreation Center



Van Buren Public
Schools



Woodhaven-
Brownstown School
District



Southgate Community
Schools



Sean Grisan

SENIOR CONSULTANT / SENIOR PROJECT COST ACCOUNTANT

sean.grisan@plantemoran.com | (248) 223-3432

“Plante Moran Realpoint’s team of dedicated professionals provides clients with the knowledge and services needed to complete any project successfully.”

As a senior project cost accountant at Plante Moran Realpoint (PMR), Sean supports public sector and corporate construction projects by tracking and reconciling commitments, costs, and budgets as well as preparing monthly and quarterly financial reports and reconciliations. Clients appreciate that Sean is detail oriented and committed to seeing their construction projects succeed.

Sean joined PMR from Limbach Company, LLC, a mechanical engineering company, where he was a project accountant for more than 15 major construction projects in Detroit totaling more than \$200 million. Two of his main projects were the Wayne County Criminal Justice Center and Hudson's Tower Projects. Prior to that, he was a finance analyst at Credibly and a technical recruiter at TEKsystems.

Sean has a BBA in accounting from Northwood University, where he was on the football team. He volunteers at the Michigan Animal Rescue Center and Big Brothers and Big Sisters of Metro Detroit in addition to coaching football each fall at Brother Rice High School.

Relevant Clients

Detroit Regional
Convention Authority



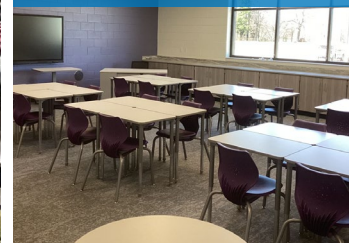
Woodhaven-
Brownstown School
District



Macomb County



Three Rivers Community
Schools





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SECTION 4

Relevant Experience & References

Relevant Project Experience:

Recreation & Community Centers:

Plante Moran Realpoint is the most experienced Recreation & Community Center Owner's Representative in the State of Michigan.

- Redford Township Recreation and Wellness Center
- Van Buren Township Community Center
- Farmington Hills Community Center (the HAWK)
- Waterford Township Community Center
- West Bloomfield Recreation Center
- Birmingham Public Schools – Groves & Seaholm HS Aux. Gym and athletic fields
- Grosse Pointe Neighborhood Club

Municipal Projects:

We know that municipal projects are different. They involve consensus governing bodies that need to be the voice of the community they represent. Our experience working on more than a billion dollars in public projects means we understand the challenges and opportunities these types of projects present.

- Birmingham Ice Sports Arena
- City of Royal Oak
 - Police Station
 - City Hall
 - Office Building
 - City Park
 - Parking Structure
- Oakland County
 - 38 Building Condition and Budget Assessment
- Macomb County
 - Macomb County Jail – Central Intake and Assessment Project
 - Macomb County Boathouse
 - Macomb County Animal Shelter
 - Medical Examiner's Office
 - Department of Roads
 - Central Campus Improvements
- Van Buren Township
 - 10-year Capital Plan – Building and Parks Assessment
- West Bloomfield
 - Police Station
 - Fire Station
- Detroit Regional Convention Facility Authority
 - Infrastructure
 - Parking Structure
- Grand Blanc Township
 - Fire Station and DPW Facility
- City of Livonia
 - Space Needs Assessment
 - Space Planning
 - City Hall, Police, and Fire
- Hamilton County Ohio
 - Infrastructure Replacement Project



Project Details:

Services Provided:

Feasibility Study
Capital Planning
Owner's Representation/Program Management
Services

Cost:

\$21,500,000

Reference Contact:

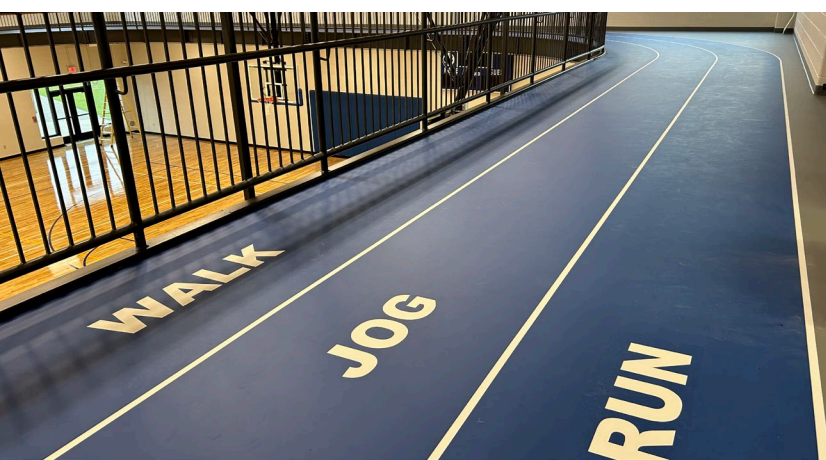
Pat McRae, Township Supervisor
pmcrae@redfordtwp.com
313-387-2715

Redford Township Recreation & Wellness Center

In February 2022, the Redford Township Board of Trustees engaged Plante Moran Realpoint (PMR) to conduct a Recreation & Wellness Center Feasibility Study. During the planning process, PMR identified a desire for indoor recreation facilities that would provide year-round expanded programming for multi-generational community members. Our team was engaged to assist the Board of Trustees and Redford Township Administration in determining the need and long-term financial viability for a Recreation & Wellness Center to serve its residents. Redford Township engaged PMR to be their owner's representative to help procure the professionals needed for this engagement, establish an appropriate budget and schedule, and provide guidance on the right project delivery method.

The new ground up 35,000 SF Recreation & Wellness Center will include the following:

- Multipurpose Gymnasium for Basketball/Volleyball/Pickle Ball with locker room support spaces
- Indoor elevated Walking/Jogging Track
- Fitness Area – Free weights and cardio
- Community Meeting and Multi-Purpose Rooms
- Child Watch
- Saunas – Wet & Dry
- Spa Pool
- Outdoor Amphitheater



Project Details:

Services Provided:

Feasibility Study
Capital Planning
Owner's Representation/Program Management
Services

Cost:

\$16,000,000

Reference Contact:

Elizabeth Renaud,
Director of Community Services
erenaud@vanburen-mi.org
(734) 699-8900 ext 9258

Van Buren Township Community Center

In 2019, the Van Buren Charter Township Board of Trustees engaged Plante Moran Realpoint (PMR) to conduct a Community Center Feasibility Study. During the planning process, PMR identified a desire for indoor recreation facilities that would provide year-round expanded programming for multi-generational community members. Our team was engaged to assist the Board of Trustees and the Van Buren Charter Township Administration in determining the need and long-term financial viability for an expanded Community Center to serve its residents. Van Buren Charter Township engaged PMR to be their owner's representative to help procure the professionals needed for this engagement, establish an appropriate budget and schedule, and provide guidance on the right project delivery method.

The building will remain open during construction and the site will serve community members for field sports and the splash pad to the south. The new community center will include the following:

- Multipurpose Gymnasium for Basketball/Volleyball/Pickle Ball with locker room support spaces
- Indoor elevated Walking/Jogging Track
- Fitness Area
- Community Meeting and Multi-Purpose Rooms
- Child Watch
- Concession Area
- Black Box Theater



Project Details:

Services Provided:

Owner Representation
Assisted With Contractor Selection
Design
Pre-Construction
Construction Oversight Services
Building Commissioning
Project Close Out

Size:

244,000 SF

Cost:

\$27 million

Reference Contact:

Thomas C. Skrobola, Finance
Director/Treasurer
TSkrobola@fhgov.com | (248) 871-2446

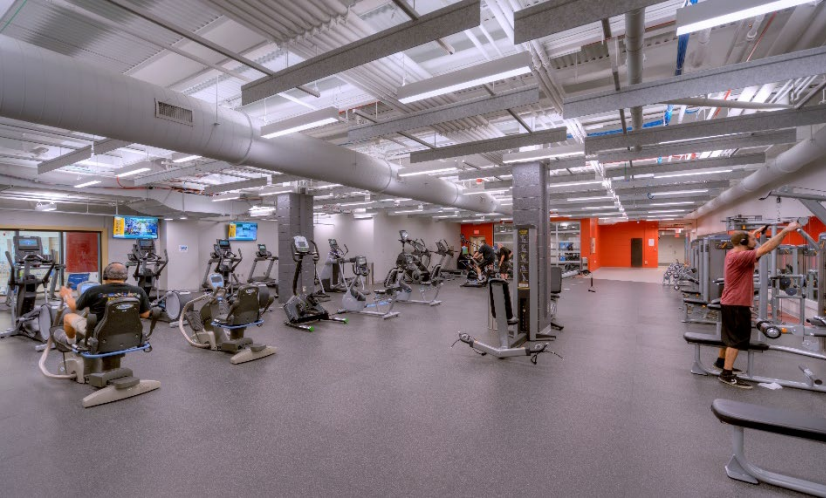
The Hawk Farmington Hills Community Center

The residents of Farmington Hills, Mich., were not satisfied with their current community center, which was in need of updates due to the age of the building. The city heard these complaints and made plans to convert a former high school into a new, state-of-the-art community center for residents to enjoy. The city of Farmington Hills engaged Plante Moran Realpoint (PMR) to provide owner's representative services to oversee the project's budget, scope, and schedule throughout the three-year renovation.

PMR's value was first recognized during the planning phase of the project, when our team identified a new funding source to help offset the cost of demolition. With additional funding secured, increasing the total budget of the project to \$27 million, additional critical-need items could be included in the project scope.

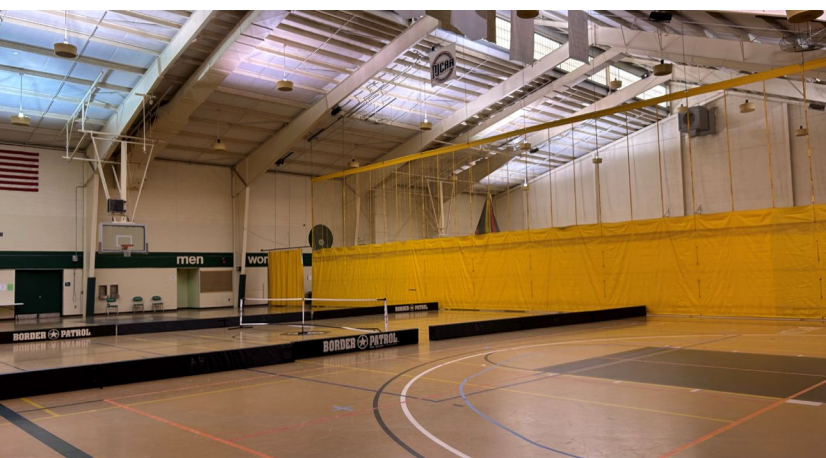
During design and construction, PMR helped the city prioritize needs, oversee project team activities, and guide solution development when challenges threatened the project. For example, the project team encountered issues with repainting an exterior metal deck. PMR coordinating additional due diligence to identify the issue and worked with the construction manager on enacting a timely and cost-efficient solution.

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PMR's ability to develop creative solutions for challenges, generate effective and creative value engineering results, and mitigate unnecessary or duplicative costs throughout the project saved the city well over \$1 million on the project overall. PMR provided the city of Farmington Hills with a high level of knowledge to assist throughout the design, preconstruction, construction, and closeout phases of the project.

With PMR's guidance as owner's representative, the city of Farmington Hills was able to turn the former school building into an asset the community can continue to enjoy. The Hawk Farmington Hills Community Center, which opened in the summer of 2021, houses an aquatics center, fitness area, auditorium, café, and multipurpose room available for all residents to use.



Project Details:

Services Provided:

Feasibility Study
Capital Planning

Cost:

\$30M +/-

Reference Contact:

Alison Swanson, Director Parks & Recreation
aswanson@waterfordmi.gov
(248) 618-7549

Waterford Township Community Center

In November 2023, Plante Moran Realpoint (PMR) was engaged by the Waterford Township to perform a facility assessment and capital planning services for a proposed Community Center on the existing Waterford Oakland Community College Campus. The project consists of evaluating (2) existing buildings and associated site amenities. PMR assisted the Township in defining project parameters, overall scope, budget and schedule for the project. PMR applied its capital project experience to help the Township with facilitating cost-efficient solutions and communicated progress to stakeholders.

Some of the potential improvements include:

- Mechanical Heating and Cooling systems
- New pedestrian entries
- Cooking Classroom
- Accommodations for a Meals on Wheels program
- Senior Activities Room
- Media Room
- Social Hall
- Art Room
- Pottery/Kiln Room
- Woodshop/Lapidary Room
- Computer Room
- Game Room
- Maker Space
- Party Rooms



Project Details:

Services Provided:

Feasibility Study
Capital Planning

Cost:

\$48 Million

Reference Contact:

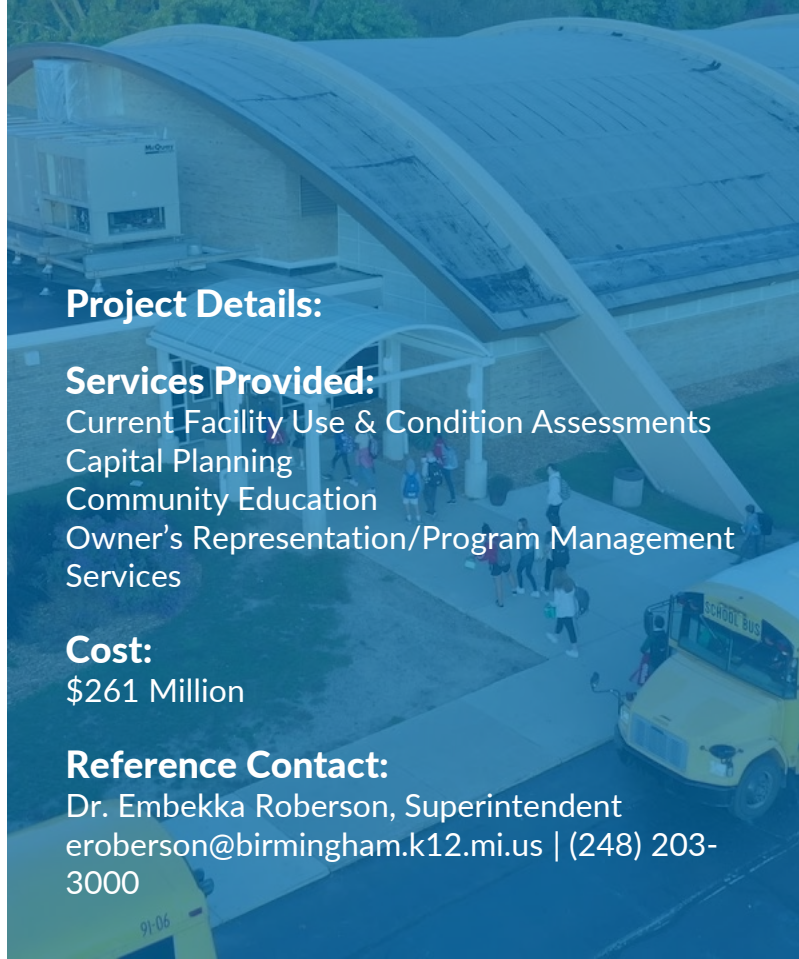
Kelly Hyer, Executive Director
Khyer@wbparks.org | (248) 451-1910

West Bloomfield Recreation Center

In October 2021, Plante Moran Realpoint (PMR) was engaged by the West Bloomfield Parks & Recreation Commission to perform a facility assessment and capital planning services for a proposed Recreation Center on their existing West Bloomfield Municipal Campus. The project consisted of evaluating their existing recreation building and associated site amenities. PMR assisted the Commission in defining project parameters, overall scope, budget and schedule for the project. PMR applied its capital project experience to help the Commission with facilitating cost-efficient solutions and communicated progress to stakeholders.

Some of the potential improvements include:

- Gymnasium
- Elevated walking track
- Exercise area
- Administrative offices
- Adult care
- Senior lounge
- Child watch
- Teen lounge
- Classrooms
- Kitchen
- Banquet rooms
- Nature deck



Project Details:

Services Provided:

Current Facility Use & Condition Assessments
Capital Planning
Community Education
Owner's Representation/Program Management
Services

Cost:

\$261 Million

Reference Contact:

Dr. Embekka Roberson, Superintendent
eroberson@birmingham.k12.mi.us | (248) 203-3000

Birmingham Public Schools

In 2015, Birmingham community members approved a \$66 million bond to make improvements and address important building infrastructure needs to all schools across the district. The Birmingham Public school board engaged Plante Moran Realpoint (PMR) to provide owner's representative services throughout the duration of the bond program.

PMR provided experience to guide the district during the planning, design, and construction of each project within the program, making sure the program's overall scope and goals were met. With our team's guidance, the district aligned the scope of its bond projects to fit within the \$66 million budget.

Throughout design and construction, PMR identified cost-saving areas, adherencing to project schedules, and provided valuable oversight to coordinate the project teams. PMR kept the district and community informed of all key milestones, and our proactive guidance helped the district manage the daily project accounting and decision-making tasks.

The funds from the 2015 bond helped Birmingham Public Schools address three key areas at each educational facility: safety and security upgrades, building and site renovations, and technology upgrades. One major project of the bond was introducing secure vestibule entryways to each school in the district.

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Throughout the duration of the bond program, PMR leveraged its extensive experience to oversee projects from concept to completion. As a result of the successful 2015 bond program, Birmingham Public Schools reengaged PMR to act as its owner's representative for a new \$195 million bond program, which was approved in March 2020 after PMR assisted with the bond scope development and subsequent information campaign. PMR is pleased to continue serving the district.



Project Details:

Services Provided:

Feasibility Services
Development Services
Project Management

Size:

41,000 SF

Cost:

\$11 M

Reference Contact:

Sean Bruce, Chief Financial Officer
sean@neighborhoodclub.org | (313) 885-4600
ext. 12

Grosse Pointe Neighborhood Club

The Grosse Pointe Neighborhood Club was founded to meet the social service needs of the community, as well as provide recreational and educational programs for its residents. The club was operating in an aging building in need of renovations.

Plante Moran Realpoint (PMR) was engaged to provide comprehensive feasibility, development, and project management services for Grosse Pointe Neighborhood Club's new \$11 million, 41,000-square-foot facility.

Beaumont Hospital has signed on to be a tenant in the building to provide wellness services. The new facility will feature a pool, exercise facilities, gym, conference rooms, and classrooms.

PMR's broad array of services — which included strategic planning, project feasibility analysis, leasing strategy, capital acquisition, development structuring, and project management — helped Grosse Pointe Neighborhood Club create a welcoming new facility for the community.



Project Details:

Services Provided:

Current Facility Use & Condition Assessment
Space Programming & Cost Estimating
Capital Planning
Owner's Representative/Program Management
Services

Cost:

\$6 Million

Reference Contact:

Carrie Laird (248) 530-1714

Connie Folk (245) 530-1642

Birmingham Ice Arena

In August 2018, Plante Moran Realpoint (PMR) was engaged by the City of Birmingham to perform a facility assessment and capital planning services for its ice arena. Although the arena has been well maintained, capital improvements were necessary to extend the useful life of the facility and to improve the overall experience.

Building on the planning work completed earlier, PMR assisted the City in defining project parameters and obtaining commissioner approval for the overall scope and budget of the project. Our team then guided the City in procuring professional services by helping manage the bidding process. As design and construction work began, PMR applied its capital project experience to help the City facilitate cost-efficient design solutions, oversee change order management, develop construction cost resolutions, and communicate progress to stakeholders.

Some of the major improvements at the ice arena included:

- Expanding locker rooms
- Renovating the lobby
- Installing new player benches and bleachers
- Constructing a party room addition
- Helping compliance with ADA regulations

With PMR's assistance, the City of Birmingham upgraded its ice arena to better serve the needs of its community. The renovations will allow the community more opportunities to use the facility at an increased capacity. As a part of the City's \$11.2 million bond program for parks and recreation (approved in November 2020), the ice arena renovation is an example of immediate progress and good stewardship of taxpayer dollars.



Project Details:

Services Provided:

Development Consulting
Feasibility
Owner's Representative/Program
Management Services

Project Highlights:

140,000 SF office tower
32,000 SF City Hall
New 580-space parking deck
New 43,000 SF police station
Development of a city park
Development of connectivity sites

Cost:

\$100 million

Reference Contact:

Todd Fenton, Economic Development Manager
toddf@romi.gov | (248) 246-3208

City of Royal Oak

In 2014, the City of Royal Oak in Michigan began working with a developer on a public-private partnership (P3) for a \$100 million redevelopment program of its existing downtown facilities and site. To replace aging city hall and police facilities, address additional parking needs, and create tax-generating corporate office space, the P3 planned to develop a vibrant City Center Complex to replace the current surface lots downtown. Once the new facilities were constructed, the City could develop a new city park to benefit the community and entice visitors to the downtown.

Before the city and the developer moved the project forward, Plante Moran Realpoint's (PMR's) reputation as a knowledgeable development advisor for municipalities led the City Commission to engage our team to conduct a feasibility assessment related to the proposed P3 development.

The development agreement provided preliminary drawings and space programs along with high-level cost scheduling and modeling for the program. PMR reviewed the drawings, comparing the cost to industry standards and completing advanced financial modeling to confirm that the investment made financial sense.

(Continued on following page)



Our team evaluated the space programming for each building, ran additional financial models for alternative space options, and helped the City think through “lease versus own” considerations. During the capital planning phase, we helped negotiate with the private developer to align with Royal Oak’s financial goals and objectives, resulting in \$10 million in savings.

After providing Royal Oak with a tremendous amount of value in the capital planning process, the city decided to leverage PMR’s owner’s representation services to assist in bringing the multiphase program to life. Throughout the design and construction process, PMR assisted the city in managing the risk, schedule, and budgets associated with the program.



Project Details:

Services Provided:

Building Condition Assessment, Facility Utilization Assessment, Project Budget/Schedule Preparation & Evaluation, Design Advocacy, Space Programming & Cost Estimating

Size:

38 Facilities

Cost:

\$50 million

Reference Contact:

Ed Joss, Director of Facilities Management
Josse@oakgov.com | (248) 721-1204

Oakland County

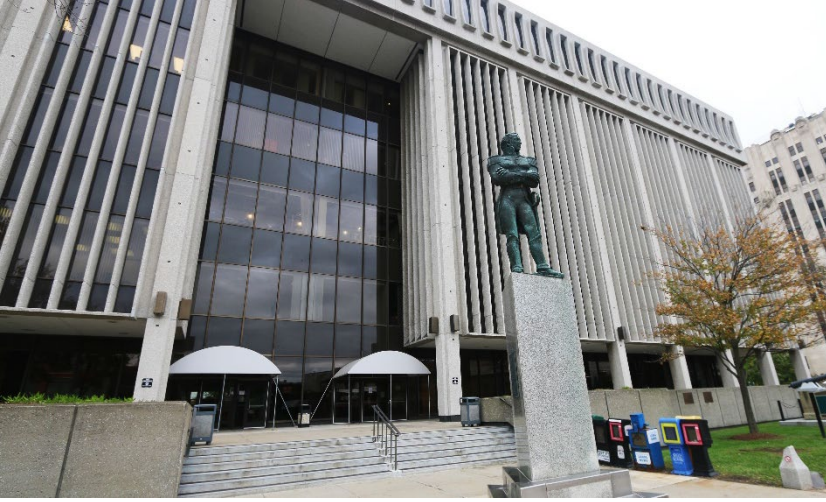
Operating 38 facilities across 907 square miles, the government of Oakland County (OC) serves over 1.2 million residents in the Metro Detroit area. With such a vast real estate footprint, OC needed to document the current state of its facilities and plan for any capital improvements over the next 10 years.

OC commissioned Plante Moran Realpoint (PMR) to create a 10-year capital plan, which would include a comprehensive facility analysis and a detailed study on the utilization for each of its 38 on-campus and off-campus buildings.

Through conducting an in-depth examination of OC's real estate portfolio, PMR is providing OC with the information necessary to strategically plan and execute its capital improvement projects. As part of the facility analysis, PMR is touring every facility and conducting meetings with stakeholders, steering committees, and administration to gain a full perspective on the county's real estate needs.

As OC considers a hybrid work model, with flexibility for employees to work remotely, PMR is also conducting space programming studies to understand OC's current space usage, capacities, and potential future space utilization. PMR will present OC with a benchmark report of current and projected real estate market conditions in relation to the repurpose, sale, or demolition of excess municipal facilities.

By providing OC with a full inventory of capital needs across facilities, a 10-year capital improvement plan, and insights into the county's current and future building utilization, OC will have all its key real estate information organized into a comprehensive document that categorizes needs based on urgency and can be used to drive the county's long-term real estate strategy.



Project Details:

Services Provided:

Current Facility Use & Condition Assessment
Space Programming & Cost Estimating
Owner's Representative/ Program Management
Services

Size:

440,000 SF across five buildings

Cost:

\$75 million

Reference Contact:

Mark Deldin, Chief Deputy County Executive
deldin@macombgov.org | (586) 469-0419

Macomb County

In 2013, an electrical fire in the basement of the Old County Building displaced more than 100 workers. This prompted the Macomb County Office of County Executive and Board of Commissioners to take a closer look at the County's facilities and use of space.

More than 650 staff work in the Macomb County Central Campus, which is comprised of 440,000 square feet in five buildings: the Old County Building, Administrative Building, 16th Circuit Court, Talmer Building, and Clemens Center.

Macomb County engaged Plante Moran Realpoint (PMR) to conduct a long-term space utilization study and facility/parking assessment to determine how to better utilize department space within the campus.

The Office of County Executive, along with the Board of Commissioners, adopted PMR's plan. With the comprehensive conceptual budget and schedule PMR created, they approved funding for a three-year capital improvement plan that would include phased renovations to the facilities within the Central Campus.

Taking into account public access, adjacency between roles, department function, anticipated growth, security, parking, and available space, PMR designed a plan that did more than offer a solution: it served as a means to make the central campus more efficient, accommodate growth without the need to acquire additional space, and lower occupancy costs.

(Continued on following page)



PMR has since been retained to act as the program manager for the improvement project, which includes renovations to each building, demolition of an aging parking structure, and construction of a new 600-space parking deck located behind the Administrative Building. Construction is expected to last 36 months with a proposed project cost of \$65 million.



Project Details:

Services Provided:

Owner's Representation
Project Planning
Space Planning

Size:

55,000 SF

Cost:

\$28 million

Reference Contact:

Dennis R. Liimatta

Liimatta@twp.grand-blanc.mi.us | (810) 424-2682

Grand Blanc Township

The Department of Public Works (DPW) sits on the south side of Saginaw Street in Grand Blanc Township, Mich., and is responsible for the maintenance and repair of township-owned public water and sewer infrastructures. Fire Station #1, which sits in the same complex as the DPW, has served the township for nearly 100 years. With the facilities nearing the end of their useful lives, Grand Blanc Township recognized the need to build a new facility that that could encompass both the fire station and DPW.

Recognizing the value that an owner's representative could provide in the planning and construction of a new facility, the township engaged Plante Moran Realpoint (PMR). PMR worked with key township personnel to develop the space program and conceptual layout of the project. PMR then assisted the township with prioritizing needs, creating the project scope, and coordinating the bidding and contract negotiation process for architectural and construction services.

The new facility will encompass more than 55,000 square feet, with 15,000 square feet allocated to the fire station and 37,000 square feet allocated to the DPW. The remaining 2,730 square feet will serve as shared office and common space.

The project is currently in construction, with an anticipated completion date of 2026. PMR, as owner's representative, is helping to manage the township's risk and align all activities to the pre-established scope, budget, and timeline.



Project Details:

Services Provided:

Owner's Representative
Financial Strategies
Space Analysis
Site Selection

Size:

40,000 SF

Reference Contact:

Judge Kathleen McCann
kmccann@ci.livonia.mi.us | (734) 466-2511

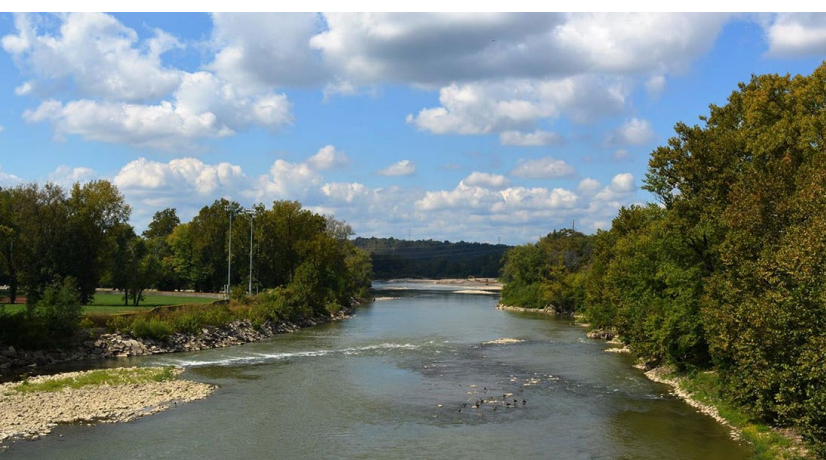
City of Livonia

The City of Livonia engaged Plante Moran Realpoint (PMR) to undertake a due diligence assessment and develop a phase schedule for renovations and upgrades to its aging District Court. The City found that handling its caseload was challenging given the courthouse's space limitations and outdated features.

At the start of the project, PMR evaluated an array of potential financing models to define the most advantageous project parameters. PMR then began the site selection process, developed appropriate financing strategies, and provided comprehensive space analysis and programming services to maximize workspace efficiency.

Acting as owner's representative on behalf of the City, PMR assisted in locating a suitable site, procuring design and construction services, and overseeing project planning and project management through its completion.

The result of the project is a new 40,000-square-foot City of Livonia District Court that includes the much-needed additional space, a state-of-the-art security system, and IT and technology upgrades throughout.



Project Highlights:

Services Provided:

Owner's Representation
Financial Planning
Regulatory Compliance Advisory
Capital Programming and Implementation
Risk Asset and Mitigation

Cost:

\$3.2 Billion

Reference Contact:

Jeffrey W. Aluotto, County Administrator
jeff.aluotto@hamilton-co.org | (513) 946-4436

Hamilton County, Ohio

The County of Hamilton, Ohio, by order of a consent decree (CD) from the U.S. Environmental Protection Agency (EPA) and U.S. Department of Justice (DOJ), was required to make \$3.2 billion in improvements to its county-wide sewer system over the ensuing 18-20 years. The County required a third-party owner's representative to monitor progress and assist with its compliance in meeting the CD requirements in a cost-effective manner and chose to engage Plante Moran Realpoint (PMR'S). Hamilton County considers its owner's representative team as essential to its Consent Decree program success.

The PMR team monitors the capital program planning and project delivery to assure regulatory compliance and cost-effective solutions. It assists the County with rate analyses, program budgets, review of financial management activities, risk assessments, and recommends policies and procedures to improve program outcomes. It regularly prepares information necessary to update the federal regulators about program status and future phases. It also reviews reports from the County Sewer District operator for accuracy. The team reviews capital program legislation prior to Board consideration to assure the proposed projects conform to Board policies, prior direction and budgetary constraints.

PMR is a trusted advisor to Hamilton County. The Team's efforts have saved the County approximately \$13 for \$1 in fee. PMR's multi-disciplined team has responded to every challenge whether financial, regulatory, capital program or public engagement.



400 E. LINCOLN

SECTION 5

Project Approach

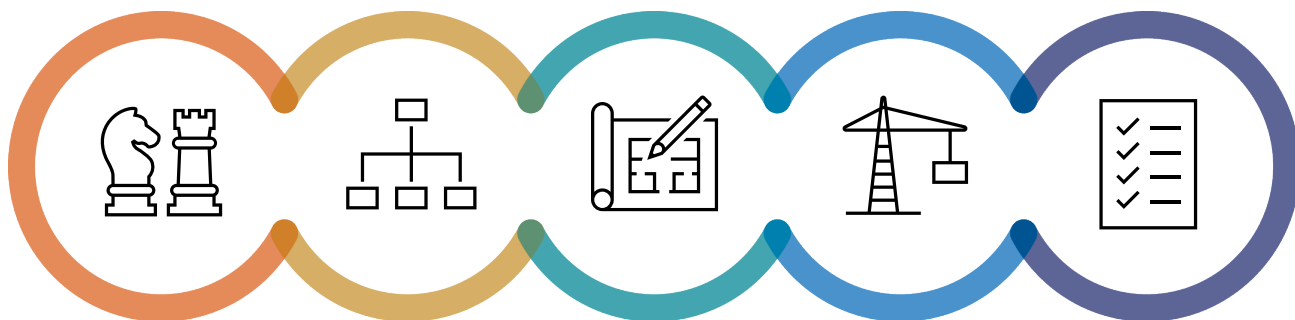
Project approach

Owner's representation

Concept through completion, we solely advocate for you

There are hundreds of strategies to consider and decisions to be made for a large capital project. Our role is to bring process and experience together in order to assist you in navigating the project. Our team combine their multidisciplinary design, construction, and engineering backgrounds with decades of experience working on similar projects in your industry to help your project throughout implementation.

Throughout the project, we sit on your side of the table and advocate for you.



Program Validation

- Strategic planning
- Finalize project scope and budget
- Cash flow modeling
- Phasing approach

Expectations Alignment Among Stakeholders

Team Assembly

- Develop procurement strategy for Professional Services Required
- Prequalify Vendors
- Develop RFPs
- Contract Templates
- Facilitate Interviews
- Criteria Based Selection Process
- Award Recommendations

Executed Contract

Design Oversight

- Program & Design Reviews
- Contract Document Review
- Oversee, Review, & Monitor Project Budget
- Coordinate Value Engineering and Constructability Review
- Coordinate Consultants (Tech, Security, & Furniture)
- Monitor schedule & budget

Completed Design

Construction Oversight

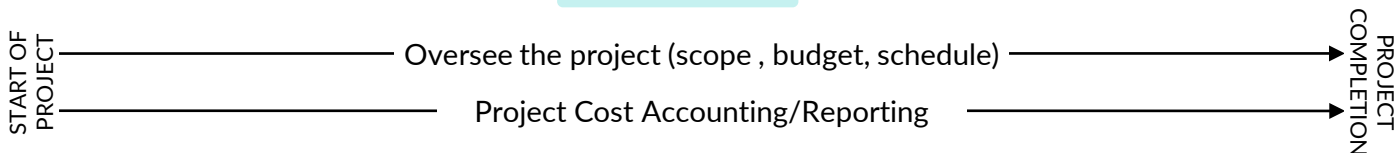
- Payment Application & Invoice Processing
- Change Management
- Site Observations
- Budget Tracking
- Schedule Monitoring
- Issue and Conflict Resolution
- Continuous Communication and Reporting

Project Acceptance

Project Close-out / Decommissioning

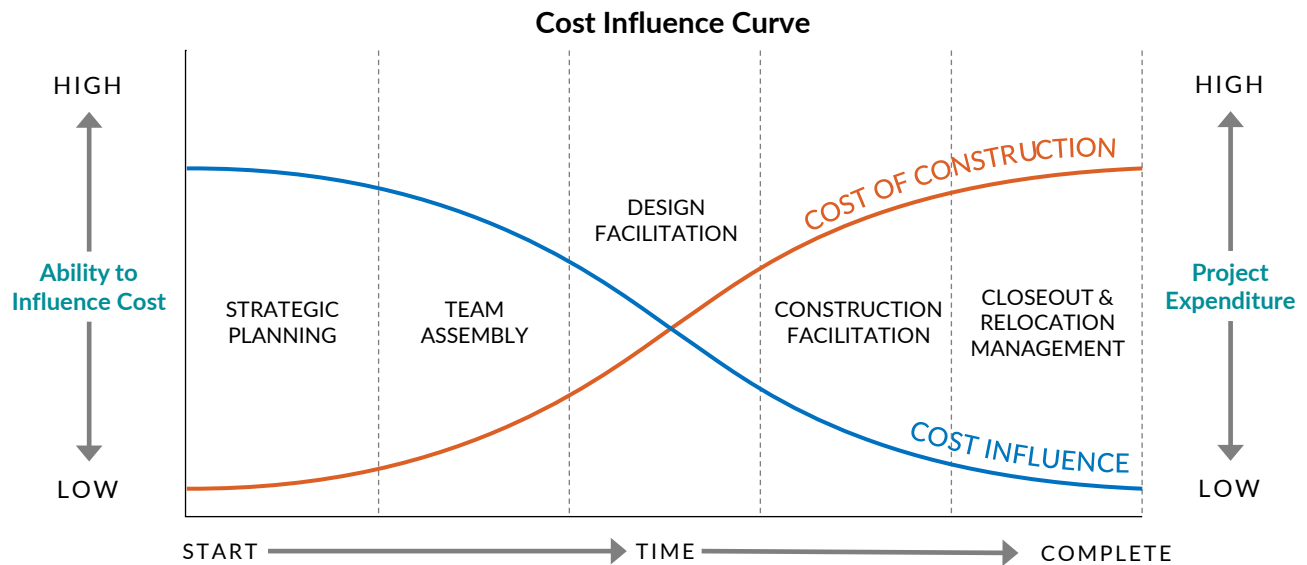
- Inspections, Punch-List, & Start-Up
- Commissioning Coordination
- Warranty and System Training
- Move Concierge
- Architect Closeout
- Contractor Closeout
- PMR Closeout

Occupancy

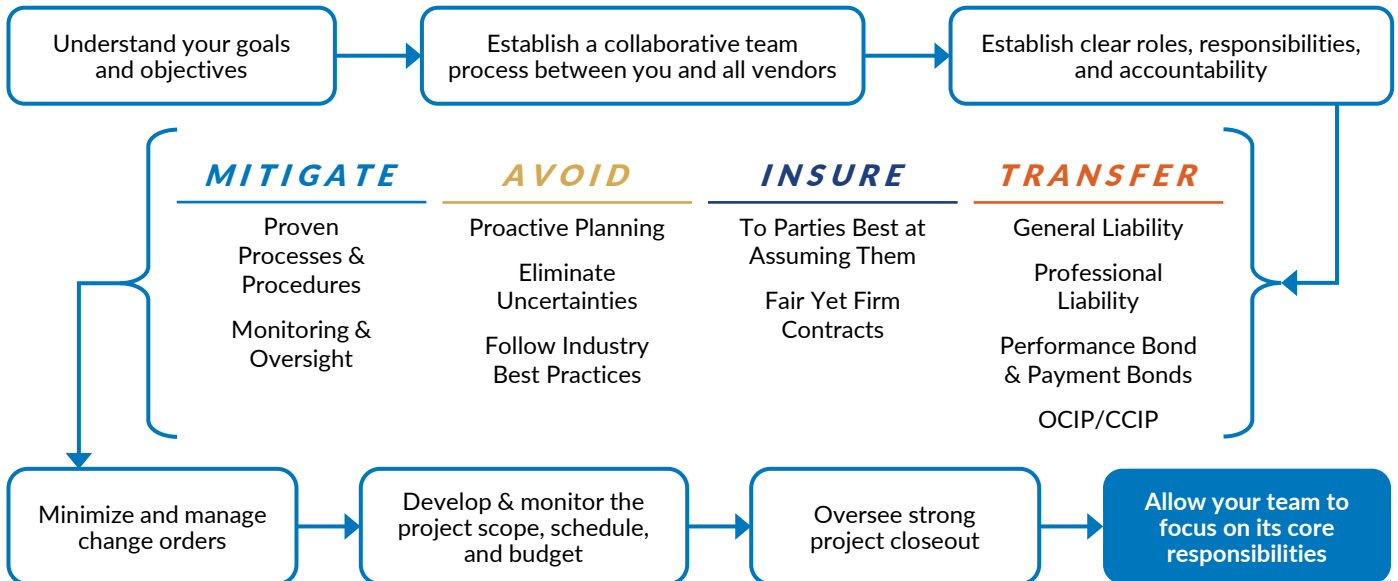


Our role in managing costs and protecting your investment

While organizations who engage PMR prior to engaging architects, contractors, and vendors have the most opportunity for a successful project, we are a valued advocate sitting on your side of the table throughout all phases of the project to help you manage risk and costs and maximize your return on investment.



Our process to mitigating risk



Project tracking & documentation

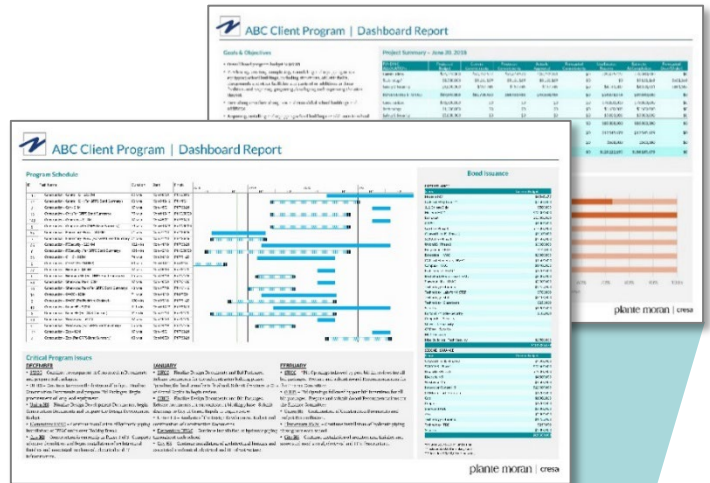
e-Builder: a web-based PMIS to keep it all a click away

Having accurate, real-time data is the cornerstone for all decision-making. Our e-Builder platform provides the opportunity to combine measurements of scope, schedule, and costs in a single integrated system. This allows clients to make informed decisions relating to accurate forecasts of project performance, which is an important aspect of project management.

Our online platform enables instant visibility for project managers, corporate leadership, and clients, helping to produce positive and predictable project outcomes while reducing risk. Using just this one system also eliminates redundancies, increases efficiency, and improves the accuracy and transparency of project details. It provides access to information and reports that project managers can leverage for their daily activities, but also increases confidence that stakeholder needs are being met through increased visibility.

Faster access to information will also give project managers more time to focus on the projects and increase stakeholder involvement in the planning process, eliminating the risk of significant scope creep and owner-directed changes.

e-Builder benefits include:



Cloud-based access

Our online platform allows you access to every document, no matter where you are



Collaborative environment

Improve collaboration, communication, and accountability between your stakeholders and the project team



Cost management

Better decision-making with a complete database of your costs and change order data



User-friendly reporting

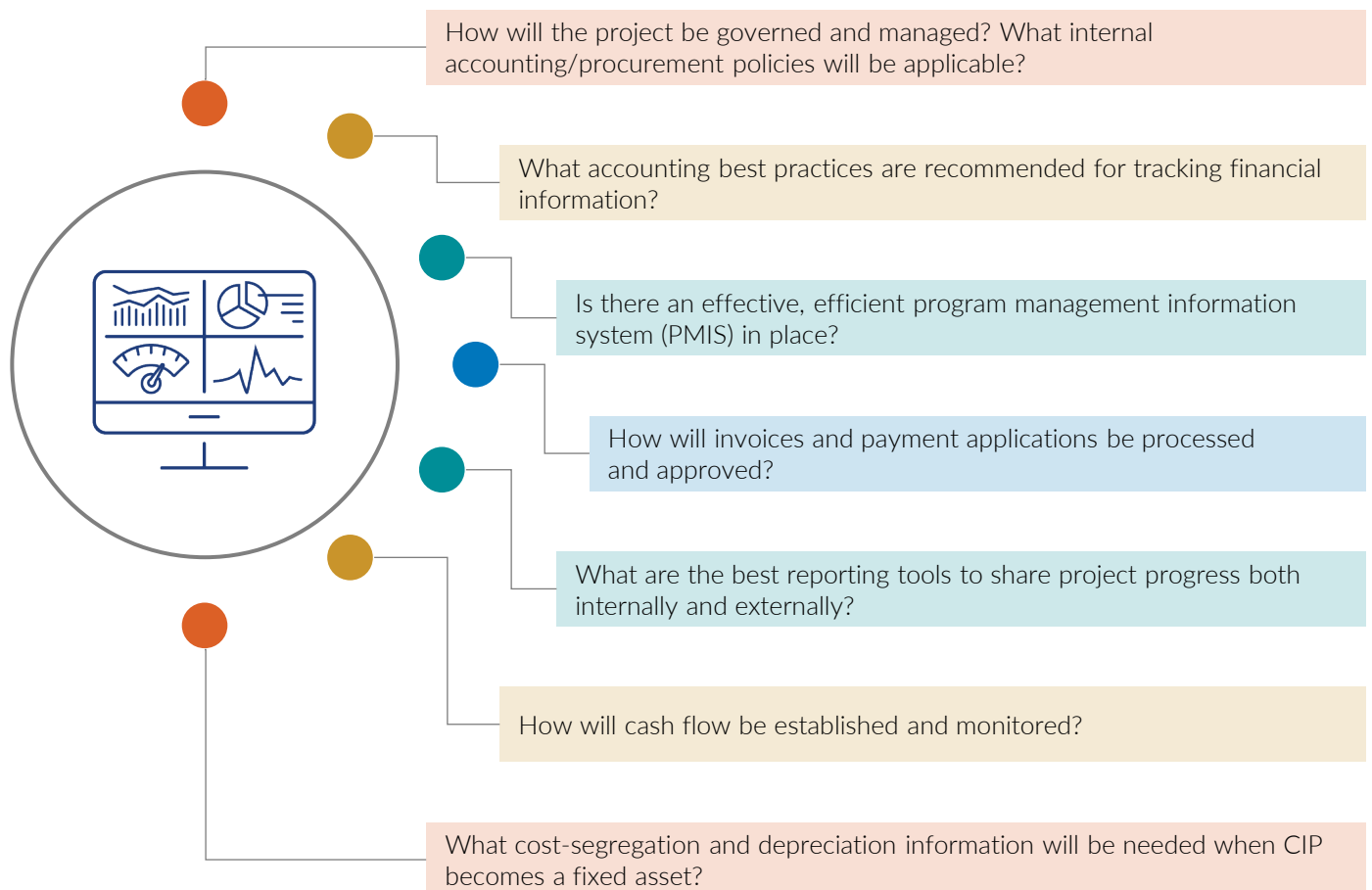
Total visibility into outstanding action items and your project data

The value of an experienced project financial manager

Reliable, accurate, real-time financial information and analysis can be the difference between program success and setbacks. That's why PMR's project financial managers (PFMs) are a game changer — they are involved throughout the entire capital program process, from beginning planning stages through project closeout.

Managing a large capital program on your own can be a daunting task, but we are dedicated to helping you every step of the way. Acting as an extension of your accounting staff, our PFMs work alongside your internal teams to monitor the progress of your capital program, allowing your teams to continue running day-to-day operations without sacrificing resources.

Before your project even begins, our PFMs work with you to answer a handful of critical questions including:



With more than 25 years of experience, we bring knowledge, resources, values, and industry best practices to empower and enable your team and leadership to make smart decisions. In short: You can count on us to handle the details while you focus on the big picture.

The value of a project control/accounting leader

PMR brings proven best practices to our clients, allowing them to take advantage of our 25 years of experience. Our team plays an integral part in our success by providing our clients with resources through each of the following elements of a capital program:

- ✔ Assist in establishing project governance structure and accounting procedures and controls
- ✔ Set up and monitor PMIS environment for owner and vendors with project budget, commitments, expenditures, and reporting
- ✔ Assist in developing processes that allow the entire project team to work efficiently and collaboratively to process payments, approve contracts and change orders, and complete many of the day-to-day challenges large programs face
- ✔ Assist in establishing project reporting guidelines and deliverables such as dashboards, cash flow, budget and commitments, and cost to complete reports
- ✔ Track project budget, commitments and actual costs through e-builder
- ✔ Establish document control to verify executed contracts, bonds, and insurance are on file
- ✔ Complete financial reconciliation of project commitments, actual spend, and cost to complete
- ✔ Reconcile pay applications, sworn statements, and waivers to promote subcontractors being paid timely and accurately
- ✔ Timely, accurate and complete financial closeout
- ✔ Continuously tracking cost escalation and inflation data across the construction industry

Program validation

Strategic planning

Evaluation & programming

PMR will review your organization’s long-term facility requirements and develop an updated space and site program and plan. By gaining a thorough understanding of your objectives, requirements, standards, budgets, and schedules we test for the validity and compatibility of your program. The space and site program and plan identify the best correlation between facility, site needs, cost parameters, timetables, and funding mechanisms to maximize your goals and objectives.

This screenshot shows a detailed project budget spreadsheet. It includes columns for item descriptions, quantities, unit costs, and total costs. The items are organized into sections, likely representing different phases or components of the project. The spreadsheet is used for financial planning and tracking project expenses.

This screenshot displays a project schedule Gantt chart. The chart shows the duration of various tasks and their dependencies. Tasks are represented by horizontal bars, and arrows indicate the sequence and timing of activities. The chart is used to visualize the project timeline and identify potential bottlenecks or delays.

This screenshot shows a financial summary table with multiple columns. The columns include categories such as 'Category', 'Budget', 'Actual', 'Variance', and 'Balance'. The table provides a high-level overview of the project's financial performance, comparing budgeted amounts against actual expenditures and remaining balances.

Deliverables:

- ✓ Needs Analysis
- ✓ Space/Site Program
- ✓ Site Due Diligence Analysis
- ✓ Preliminary Budgets
- ✓ Preliminary Milestone Scheduling
- ✓ Financing Considerations
- ✓ Project Description

Budgeting & cost control

Cost benchmarks on large construction projects

A unique benefit offered by PMR is the utilization of our cost benchmark database that consists of more than 400 completed projects to validate initial budgets.

A process to successfully manage costs

- ✓ Establishing a realistic initial program budget with reasonable project contingencies.
- ✓ Facilitating design process to minimize the introduction of added scope. Overseeing budget reviews at each design milestone.
- ✓ Promoting that the project schedule is aggressive yet realistic, and has a well-planned phasing sequence.
- ✓ Continuously monitoring the status of the project, asking questions of the design/construction management team to help avoid “holes” in the project scope with respect to construction items, phasing costs, and furniture, fixture, and equipment coordination.
- ✓ Performing a thorough review of all proposed changes. Always ask: is this legitimate? What can be done as a “no cost” or lower cost solution? And explore viable alternate solutions that might minimize costs.
- ✓ Continuously updating actual costs vs. budgeted costs to avoid any financial “surprises”.
- ✓ Managing all owner provided FF&E elements as diligently as the design and construction costs are managed.

Team assembly

Architect/engineer, construction management, & vendor procurement

A selection process based on qualitative and quantitative data to provide the best value. PMR has a detailed process for architect/engineer, contractor and other vendor selection and negotiation. Our approach utilizes a criteria-based selection process that is multi-step involving qualifications and fee proposals.

Identify experienced contractors

Step One - Qualifications is a process to first determine vendors have the necessary firm and individual experiences suited for the particular project. We also review current workload, available resources, and financial strength of the firm. Data received is put into our evaluation format and the selection criteria rolls up into a summary spreadsheet for comparison.

A proprietary selection process with weighted selection criteria

Step Two – Firms that meet the qualifications are invited to submit their proposal on project specific requirements, costs, and fees. This process includes providing the project specific information and schedule, insurance requirements. Our process requires the proposer to provide detailed staffing, schedule, and cost worksheets as defined by your customized contract, general conditions and terms, and conditions necessary for each project or group of projects.

They are then required to complete our summary of hours by staff member worksheet, entering the estimated hours for each team member. The worksheet will summarize the total hours and costs.

Team selection

The next step is to complete the support worksheet that provides a category cost allocation for: equipment and material, labor, trade costs, bonds, and insurance. The Summary worksheet also includes cells for reimbursable costs and overhead and profit.

Architect/engineer: A criteria-based selection process

PMR solicits only prequalified architecture and engineering firms to bring experienced and appropriate firms to the Request for Proposal process. We create and issue all Architectural/Engineering Requests for Proposals tailored to each specific assignment. We also assist our clients with short-listing and scheduling interviews with selected firms and facilitate the negotiation of the Architectural/Engineering contract.

Deliverables:

- ✓ Prequalification of architectural and engineering firms
- ✓ Create architectural and engineering Request for Proposal
- ✓ Analyze architecture and engineering bids for client review
- ✓ Prepare short list and interview candidates
- ✓ Assist the client in selecting the appropriate architecture and engineering firms
- ✓ Assist in negotiating strong but fair contract terms

Contractor: A selection process based on qualitative & quantitative data

PMR can help you determine the best project delivery method for your project and then solicit prequalified contractors to bring the most experienced and appropriate firms to the Request for Proposal process. We create and issue all construction Requests for Proposals tailored to each specific assignment. We also assist our clients with short-listing and scheduling interviews with selected firms and facilitate the negotiation of the construction contract.

Deliverables:

- ✓ Prequalification of construction companies
- ✓ Create Request for Proposal for selected contracting method
- ✓ Analyze bids for client review
- ✓ Prepare short list and facilitate interview of candidates
- ✓ Assist the client in selecting the appropriate construction firm
- ✓ Negotiate strong but fair contract terms

Additional vendors

PMR can assist clients in selecting other appropriate vendors, such as:

- ✓ **Construction Testing**
- ✓ **Commissioning**
- ✓ **Furniture & Fixtures**
- ✓ **Security**
- ✓ **Technology**
- ✓ **Material Testing**

Strong contract language: reduces risk, improves accountability



Separate, tailored contracts for architects & constructors

Our extensive experience in contract negotiations and custom-tailored AIA Documents provide provisions and conditions within the contract favorable to your organization, minimizing your exposure to design and construction issues, and maximizing your financial resources towards more capital costs and less soft costs.

The contracts would also identify the proposed teams from each firm to help you receive the services from top-level principals and associates specializing in municipal education projects.

Strong but fair contract language

Our project specific contract language and general conditions are also included for the firm's review and acceptance as a condition of the negotiating process. Our amended provisions in the AIA standard form of agreements and general conditions is designed to transfer and mitigate owner risk by requiring much greater A/E & CM accountability. Having the firms agree to the terms and conditions at this early step streamlines the negotiating process.

Design oversight

PMR's multidisciplinary team of professionals including team members with backgrounds in architecture and engineering will review and validate the schematic design and design development drawings. During the design and construction document phase, PMR's team will visit with the architect regularly to monitor their progress and to coordinate design activities among key design disciplines. This is to assure the architect is continuing to make good design progress toward the project objectives. We will also coordinate budget verification, construction sequencing, and phasing, as well as implement value engineering reviews in conjunction with the construction management team.

Key elements to successfully managing the design process include:

- ✓ Work with owner to set up informal work teams for direction and approval
- ✓ Review design drawings for any potential phasing constraints
- ✓ Define any missing design data needed, and define the applicable dates such data will be required
- ✓ Define process for document review, constructability input, and budget verification moving forward
- ✓ Promote deliverables being issued on time and to the level of completeness required
- ✓ Review drawing for compliance with owner's intent
- ✓ Assist in obtaining local and state approvals



Construction oversight

An independent advocate sitting on your side of the table

As a program evolves into the construction phase, the timely flow of information becomes critical. As questions and/or field issues arise, they must be addressed. Our team becomes the hub in this process. With constant communication and a continued clear understanding of all project issues, we effectively facilitate the process to keep your schedule on track. We will also review the project as it is constructed to promote the scheduled progress remains on track, the work installed is in conformance to the contract documents, and that the necessary inspections are performed.

Key elements to effective construction oversight include:

- ✓ Maintaining strong information flow between design and construction team
- ✓ Advise the team in making good decisions with respect to field issue resolutions
- ✓ Assist in promoting all work is being installed per the contract requirements, the required independent testing is being performed, and permit inspections are occurring as needed
- ✓ Facilitating the change management process to promote not only that costs submitted are fair and equitable, but also that final costs for any particular event reflect the best overall solution to the problem
- ✓ Review schedule updates and verify work is progressing as required. If not, assist the Construction Manager in defining and implementing an acceptable correction plan
- ✓ Assisting with all owner furnished elements in a timely manner as to not delay the construction trade work
- ✓ Facilitate all stakeholder relationships during the process which involves the project team, design team, construction management team, and all other suppliers and vendors engaged in the project



Projects that finish on budget are proactively managed

Periodic budget reconciliations to minimize “scope creep”

Once the initial team buy-in is obtained, providing periodic budget reconciliations to minimize “scope creep” during the design phase is essential to controlling budgets for all program elements. Experienced field management along with clear and complete design documents will help to manage costs during construction. PMR will lead this effort and will begin this process by validating all of the initial budget assumptions to determine if it is adequate for each element. We will ask questions, challenge assumptions, validate findings, and then refine the program budget as needed. Establishing accurate project budgets that are responsive to the project schedule and intended scope is extremely important on any project and is a major focus of our management approach.

Project cost accounting & budget tracking processes

PMR will utilize our project cost accounting and budget tracking processes for all aspects of the program and projects, including fees and soft costs, furniture and equipment, and construction costs that can easily be customized to your specific requirements. The reports will allow you to review the status of all budget line items, its committed, pending, and potential costs supplemented by a detailed breakdown of how each program dollar has been utilized.

Project close-out/decommissioning

Project close-out

Strong contract terms leverages timely close-out

Plante Moran Realpoint has a very specific process for project close-out and incorporates the requirements into our customized contract language between the owner and contractor at the start of the project.

Costs associated with completing requirements

We have assigned costs associated with completing the requirements for project close-out that are incorporated into the architect's AND contractor's schedule of values and listed in the Application for Payment. These are scheduled values and not part of retention and include:

| | |
|----------------------------|------------------------|
| As-Built (Record Drawings) | 1% of contract value |
| Training and O&M Manuals | 1% of contract value |
| Attic Stock Materials | 0.5% of contract value |
| Documents | 0.5% of contract value |

This provides PMR and your organization with leverage in having the contractors diligently manage the close-out process.

Defined process for project close-out

It is easy for contractors and vendors to forget that a strong project completion is just as important as a strong project start. By entering into close-out planning at the beginning of the project, continuing dialogue throughout the construction phase, and diligently managing the close-out process, we will require both the Construction Manager and the various Furniture, Fixture, and Equipment vendors to quickly complete their required close-out activities and provide all of the necessary documentation required at the completion of your project.

Key elements to close-out:

- ✓ Defining process early in the construction process
- ✓ Defining all required O&M and Commissioning Documentation
- ✓ Promoting all required Owner training is performed at the appropriate time
- ✓ Supporting Punch list work is performed diligently
- ✓ Reviewing all submitted documentation for completeness, accuracy, and that it is in accordance with the contract requirements
- ✓ Promoting all final inspection certificates are received
- ✓ Reviewing all final billing paperwork is in order including final trade
- ✓ Contractor lien releases, sworn statements, and bond release

Move concierge

Avoiding disruptions to your organization

The relocation process must be seamless and transparent to your daily operations. Plante Moran Realpoint has extensive experience relocating organizations and uses a proven process which time and time again yields successful results.

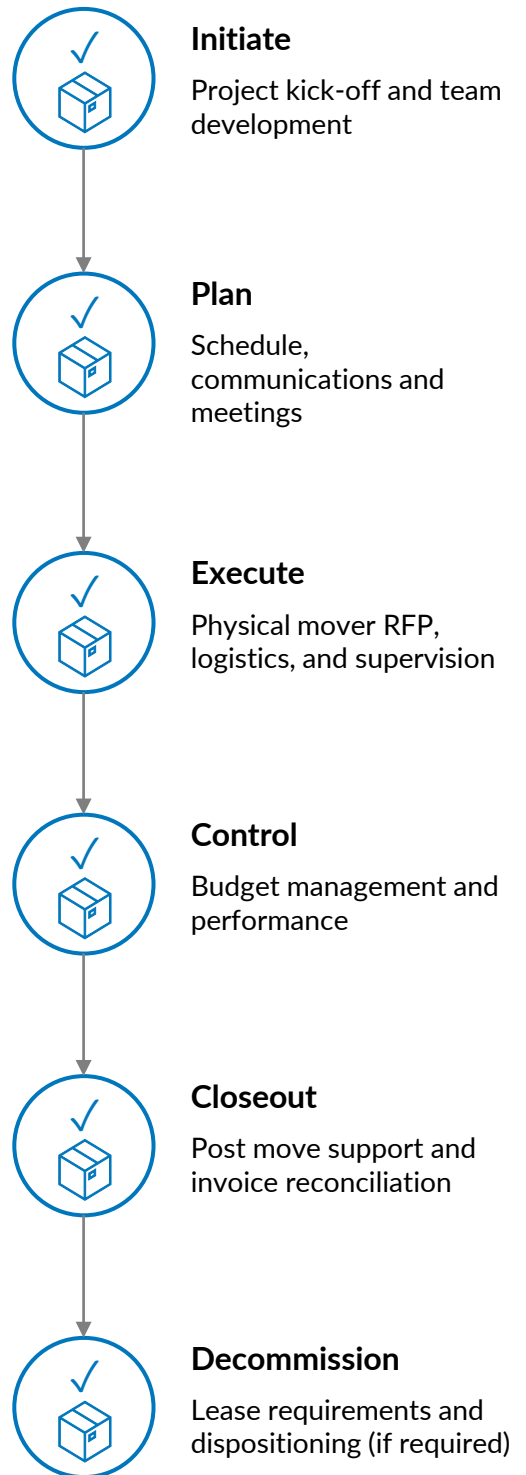
A proven process & leadership for your move

- Develop and coordinate an occupancy logistics plan and schedule that will outline the methods, processes, procedures, and timeline to successfully carry out the relocation of content and equipment
- Develop and execute a staff communications plan
- Develop evaluation and relocation plan for:
 - Furniture
 - Confidential Files
 - Technology
 - Equipment
- Developing and implementing recommendations for storage
- Developing and implementing recommendations for disposal of unneeded assets through a purge or recycle process
- Development of and solicitation of a Physical Move RFP
- Coordinate all sub-contractors (i.e. physical and rigging companies)

Accountability measures

Accountability measures include pre-move checklists and site visits to promote that all items are coded correctly and clearly identified. During move times, supervision is provided to address any issues that may come up. Upon completion, a post-move checklist is reviewed and site visits conducted prior to the start of staff work.

Preparation and strategy is key



On-site observation method

Construction is often fast-paced and fluid, requiring timely and specialized advice. Because Plante Moran Realpoint operates as a team of experienced professionals, we have the necessary redundancy to provide prompt advice and, more importantly, leverage a broad range of specialized reach-back resources. Supported by a comprehensive suite of communication and collaboration technology, the Plante Moran Realpoint team provides our clients with the advice they need when they need it.

Continuing education and accreditations

Staff have a responsibility for continuing their education and remaining at the forefront of industry standards, built into the firm's culture and performance management processes to promote accountability. In particular, our affiliation with the following associations (among others) allows us to stay up to date on construction code, regulatory, and other legal requirements related to construction.

- AGC - The Associated General Contractors of America
- AIA - American Institute of Architects
- AIC - American Institute of Constructors
- ASCE - American Society of Civil Engineers
- CAM - Construction Association of Michigan
- CMAA - Construction Management Association of America
- ESD - Engineering Society of Detroit
- IFMA - International Facility Management Association
- LEED - Leadership in Energy & Environmental Design
- MAPSA - Michigan Association of Public Schools Academy
- MASA - Michigan Association of School Administrators
- MASB - Michigan Association of School Boards
- MIEM - Michigan Institute of Educational Management
- MSBO - Michigan School Business Officials
- MSU Construction Management Alumni and Industry Advisory Board
- NCARB - National Council of Architectural Registration Boards



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SECTION 6

Cost Proposal & Schedule

Cost Proposal

Birmingham Senior/Recreation Center Proposed Project Fee

Projects are built around funding sources. It establishes the design to budgets and overall project cost expectation. It is our understanding that City of Birmingham has not established a project budget for either a renovation or new construction project at the time of this RFP issuance. On November 7, 2023, the Birmingham voters passed a three-year, .33 senior millage which will generate approximately \$1M per year for the next three years. These dollars are dedicated to the “permanent cost of permanent improvements to the building for use as a senior center/recreation center in the future”.

It is our experience that a renovation project will exceed \$3M in professional fees and construction costs given the age, program needs and mechanical/electrical/plumbing/ADA/infrastructure deficiencies of the existing 40,107 s.f. YMCA building. Based on past renovation experience, the likelihood of a minor renovation could start at \$6M and quickly approach \$10M or more. Most likely, a renovation or new construction scenario will require a funding source beyond what general fund dollars can support.

If a bond referendum is proposed to fund this project, a schedule should be built around a targeted vote date. We have provided a revised schedule that reflects the steps necessary to achieve a May 2025 bond referendum vote. The potential costs incurred to procure an architect/engineer, civil survey, legal fees, soil borings (if required), bond election costs, preconstruction estimating, and other professional fees could be \$1M to \$1.1M. This estimated amount is for preconstruction capital expenditures only. Post election project costs will need to be budgeted as part of the overall project budget. Plante Moran Realpoint can assist the City of Birmingham with developing a master budget with realistic line items necessary for this building typology and complexity.

Cost Proposal

Birmingham Senior/Recreation Center Proposed Project Fee

Renovation:

Our fee structure is based on the RFP schedule and assuming 16 months for preconstruction. This includes the level of effort involved with developing project management plan, meetings, procurement, and project coordination prior to construction. The construction timeline will be determined once a project is defined.

A

Assumes a \$5M to \$19.99M project

Phase 2 Concept Plans:

PRECONSTRUCTION: \$40,000

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

PRECONSTRUCTION: \$80,000

Phase 4 – Construction & Construction Management:

PRECONSTRUCTION: \$80,000

Bond vote on May 13, 2025

PRECONSTRUCTION TO GMP: \$120,000

TOTAL 16 MONTHS PRECONSTRUCTION: \$320,000

CONSTRUCTION: Duration/Cost TBD based on extent of construction.

The cost for each month of construction + close out will be invoiced at \$18,000/month.

Large Renovation or New Construction Project:

Our fee structure is based on the RFP schedule and assuming 16 months for preconstruction. This includes the level of effort involved with developing project management plan, meetings, procurement, and project coordination prior to construction. The construction timeline is assumed to be 20 months for construction and closeout. The total project duration is assumed to be 36 months.

B

Assumes a \$20M to \$24.9M project

Phase 2 Concept Plans:

PRECONSTRUCTION: May 20, 2024 to July 22, 2025 (RFP dates) = 2 months x \$20,000/month = \$40,000

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

PRECONSTRUCTION: July 23, 2024 to November 18, 2024 (RFP dates) = 4 months x \$20,000/month = \$80,000

Phase 4 – Construction & Construction Management:

PRECONSTRUCTION: November 19, 2024 to January 27, 2025 (RFP dates) + 1.5 months for post bids and awards = 3.5 months x \$20,000/month = \$70,000

Note: Fee for engagement between January 27, 2025 (RFP date) to February 10, 2025 CB Commission Meeting = \$10,000 (\$5,000/week)

Bond vote on May 13, 2025

PRECONSTRUCTION: May 14, 2025 to December 22, 2025 (GMP Award) = 6 months x \$20,000/month = \$120,000

TOTAL 16 MONTHS PRECONSTRUCTION: \$320,000

CONSTRUCTION: 18 months for construction + 2 months project closeout = 20 months x \$18,000/month = \$360,000

Total Project Fee: \$680,000 (36-month project duration)

Project cost between \$20M to \$24.9M

If the preconstruction duration is increased beyond 16 months, the cost for each month will be billed at \$20,000/month.

If the project construction duration is increased beyond the 20 months, the cost for each month will be \$18,000/month.

New Construction Project:

Our fee structure is based on the RFP schedule and assuming 16 months for preconstruction. This includes the level of effort involved with developing project management plan, meetings, procurement, and project coordination prior to construction. The construction timeline is assumed to be 20 months for construction and closeout. The total project duration is assumed to be 36 months.

**Assumes a \$25M to \$30M project****Phase 2 Concept Plans:**

PRECONSTRUCTION: May 20, 2024 to July 22, 2025 (RFP dates) = 2 months x \$22,000/month = \$44,000

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

PRECONSTRUCTION: July 23, 2024 to November 18, 2024 (RFP dates) = 4 months x \$22,000/month = \$88,000

Phase 4 – Construction & Construction Management:

PRECONSTRUCTION: November 19, 2024 to January 27, 2025 (RFP dates) + 1.5 months for post bids and awards = 3.5 months x \$22,000/month = \$77,000

Note: Fee for engagement between January 27, 2025 (RFP date) to February 10, 2025 CB Commission Meeting = \$11,000 (\$5,500/week)

Bond vote on May 13, 2025

PRECONSTRUCTION: May 14, 2025 to December 22, 2025 (GMP Award) = 6 months x \$22,000/month = \$132,000

TOTAL 16 MONTH PRECONSTRUCTION: \$352,000

CONSTRUCTION: 18 months for construction + 2 months project closeout = 20 months x
\$20,000/month = \$400,000

Total Project Fee: \$752,000 (36 month project duration)

Project cost between \$25M to \$30M

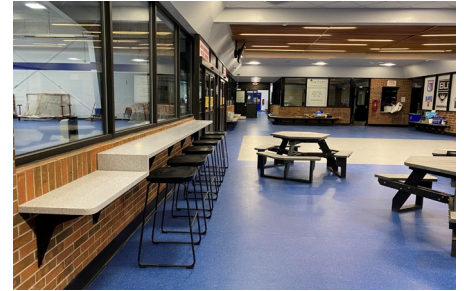
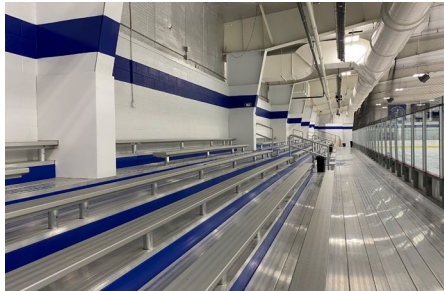
If the preconstruction duration is increased beyond 16 months, the cost for each month will be billed at \$22,000/month.

If the project construction duration is increased beyond the 20 months, the cost for each month will be \$20,000/month.

2 months between CB Commissioner approval on February 10, 2025 to May 13, 2025 bond vote date (NO OR Engagement cost or activity accounted for)

Value-Add Project Examples

Hiring an Owner’s Representative can sometimes be perceived as an “extra cost” to a project. Our clients perceive our engagement being a project value add. Plante Moran Realpoint’s objective, as your trusted advisor, is to not only help procure professional services, develop your project budget and schedule, but to provide cost saving strategies to stretch your project dollars. Some project examples of cost saving and project management value items are provided below:



Birmingham Ice Sports Arena (completed: November 2021)

1. Fast paced project delivery: PMR was hired in November 2020, issued RFP’s to architects/engineers and procured in December 2020, awarded GC in April 2021, construction completed November 2021.
2. Renovate vs. new construction pros and cons analysis.
3. Second sheet of ice analysis – pros and cons analysis
4. Material shortage management due to Covid related supply chain issues.
5. Purchased transformer early to avoid supply chain delays.
6. A well detailed set of permit documents were submitted to the City of Birmingham building department. Zero comments or adjustments were requested.
7. Added scope items due to cost savings:
 - New ADA compliant spectator bleachers.
 - Exterior building painting to match “Birmingham green” color.
 - New electrical service and primary switch gear.
 - Lobby restroom renovations.
 - Added replacement of lobby benches.
 - Added installation of concession area countertops.

Amount under approved budget: \$164,200

Value-Add Project Examples



Van Buren Township Recreation Center (completion date: May 2024)

1. Specified 90mil, 30 yr. roofing membrane instead of standard 60mill, 20 yr. roof. Scope included existing Township Hall roof areas.
2. Added renovation to the existing craft room, gift shop, senior rooms.
3. Added second ‘dirt wall” at main entry lobby.
4. Lower cost consortium furniture purchase
5. Excellent bid coverage: 102 bids received.
6. Construction bids received were underbudget allowing for the following add alternate items:
 - Reroofing of the senior and community wing roof
 - Recoating of the E.I.F.S at existing township senior wing
 - Fitness patio and landscaping
 - Exposed aggregate paving
 - Decomposed granite mulch
 - New flooring at corridors and lobby
 - New flooring at dinning room
 - Alternate sports flooring at group fitness and gym
 - Added pedestrian lights.
 - Added existing hallway restroom renovations.

Projected amount under approved budget: \$500,000

Value-Add Project Examples



Redford Township Recreation and Wellness Center (under construction, completion December 2025)

1. PMR helped the Redford Twp. team develop a construction budget, associated professional procurement budgets and an owner-controlled project contingency budget to minimize project risk.
2. PMR provided line-item budgets based on recent recreation center historical project costs.
3. PMR assisted the Redford Twp. team with developing a transparent criteria-based selection document for RFP evaluations.
4. PMR outreach resulted in receiving 12 Architect/Engineer (A/E) RFP responses.
5. Competitive bid process resulted in a \$110K A/E fee savings based on the (12) A/E average fee amount.
6. PMR outreach resulted in receiving 8 Construction Manager (CM) RFP responses.
7. Competitive bid process resulted in a \$165K CM fee savings based on the (8) CM average fee amount.
8. Competitive bid process resulted in a \$62K Tech/Security Designer cost reduction.
9. PMR negotiated on behalf of RT, a professional fee cost savings of \$86K.
10. PMR moderated the professional engagement interview process on behalf of Redford Twp.
11. PMR validated a consortium furniture purchase with RT legal counsel which will provide an estimated \$31K project savings in professional fees.
12. PMR validated a consortium exercise purchase with RT legal counsel which will provide an estimated \$10K project savings in professional fees.
13. PMR assisted RT in procuring an ARPA attorney to provide contract language for professional procurement, reducing RT professional procurement risk and bringing clarity to ARPA funded engagements.
14. CM Contract terms and conditions negotiations reduced potential costs for liquidated damages that would add \$75K to the project cost.
15. Competitively bid the commissioning agent RFP. Received 3 bids. Recommended firm was \$15,600 below budget.
16. Competitively bid the material testing RFP. Received 3 bids. Recommended firm was \$45,640 less than RT's civil consultant fee.

Value-Add Project Examples

17. Removed \$784,313 from allowances in GMP contract. Reduced associated fee/cost/insurance/bond by \$45,490.
18. Reduced schedule by 1 month resulting in reducing staffing and associated costs by \$28,839.
19. Excellent bid coverage. 150 bids received on bid day.
20. Received construction bids during a favorable bidding time period. Low trade bid numbers were \$3.9M under budget. This allowed for the following add alternates:
 17. Landscape upgrade: front plantings at entry sign
 18. Landscape upgrade: east lawn
 19. East event lawn electrical
 20. Landscape upgrade: amphitheater screen
 21. Amphitheater electrical
 22. Tectum acoustical panels
 23. Toilet partition upgrade
 24. Wall tile at restrooms
 25. Enhanced landscape lighting (pathway bollards)
 26. Finished tenant space
 27. Decorative concrete at south plaza
 28. Lawn sodding at south and east lawn areas
 29. Second level corridor wall protection
 30. Batting cage at gym

Projected amount under approved project budget: \$850,000

Proposed Project Schedule

After reviewing the proposed RFP schedule, it appears that the selected delivery model is design/bid/build or a general contractor (GC) approach. This method will require a well detailed and defined set of construction documents to avoid the risk of a high degree of post award change orders. Since there is no contractor estimating checks and balances during the schematic, design development, and construction document phases, the bid day number will have little to no ability for adjustment. If the GC bids are well above budget expectation, costly delays may occur for redesigning the project and rebidding. Typically, with a GC bid approach, the quality of work is only as good as the sub-contractors working for the GC.

It is Plante Moran Realpoint's recommendation to deliver this project as a construction manager at risk. The construction manager would be responsible for a guaranteed maximum price (GMP) and responsible for costs exceeding the agreed upon GMP number. Another benefit of this delivery method is on boarding a construction manager early to provide estimating services. The CM will be responsible for providing (4) project estimates during the design/preconstruction phases. Early on boarding of the CM will help develop a stronger team relationship between the architect, owner, and owner's representative.

Based on the RFP schedule, the time allocated for design document development prior to bid is only 11 weeks (9-16-24 A/E award to 12-2-24 construction bid issuance). It is our experience that more time to develop the design documents will help minimize the project risk significantly and provide more accurate estimating prior to bid. Approximately 36 weeks (9 months) would be more appropriate for the project based on past renovation and new construction projects. A suggested design timeline is provided below:

| | |
|--|----------|
| Validation of report program and design assumptions: <i>(validation of the NORR report assumptions to take ownership of the proposed program/concept design)</i> | 4 weeks |
| Schematic Design: | 8 weeks |
| Design Development: | 10 weeks |
| Construction Documents: | 14 weeks |

Proposed Project Schedule

| | Schedule Item | Dates | Duration | |
|---------------------|--|--|----------------|---------|
| PRE O.R. ENGAGEMENT | Feasibility Study Engagement Award | February 5 | | |
| | Phase 1: Feasibility Study Engagement - NORR | February 6 - April 26 (4-9-24 per RFP) | 3 months | |
| | CB Council Meeting: AD HOC Committee Team approval NORR Timeline, Vision, Goals & Objectives approval | April 8 | | |
| | Owners Rep. Procurement - AD HOC Committee issued RFP | April - May | 2 months | |
| | Phase 1: Programming study review by AD HOC Comm. | April 17 | | |
| | Phase 1: Needs Assessment Report review by AD HOC Comm. | May 1 | | |
| | Owners Rep. RFP due | May 10 | | |
| 9 MONTHS | CB Council Meeting: AD HOC Committee Owner Rep recom. NORR Needs assessment report review/approval | May 20 | | |
| | Phase 2: Recommendations and Concept Designs - NORR | May 20 - July 10 | 2 months | |
| | CB Council Meeting: review/approval of Phase 2 report | July 10 | | |
| | A/E Procurement - RFP/Contract, Interviews, Recom. | June/July | 2 months | |
| | CB Council Approval - A/E Engagement Recommendation | August 12 (Sept 16 per RFP) | | |
| | AE/E program validation | not provided | 1 month needed | |
| | A/E Schematic Design | August 13 - October 14 | 2 months | |
| | CM Procurement - RFP/Contract, Interviews, Recom. | July/August | 2 months | |
| | CB Council Approval - CM Engagement Recommendation | September 9 | | |
| | CM estimate - Schematic Design documents | October 15- November 5 | 3 weeks | |
| | Technology Designer Procurement | September/October | 2 months | |
| | CB Council Approval - Tech Designer Recommendation | October 28 | | |
| | CB Council Approval - SD presentation & estimate CB Council Approval to proceed to Design Development | November 18 | | |
| | Other consultant engagements - Environ, Geo Tech. | TBD | 2 months | |
| | A/E Design Development | November/January 2025 | 2.5 months | |
| | 2025 | | | |
| | | CM estimate - Design Development Documents | February 3 | 2 weeks |
| | | CB Council Design Development Presentation & Estimate CB Council decision to proceed with May 2025 Bond CB Council approval of Bond Language | February 10 | |
| 2 M | May Bond Referendum 2025 | May 13 | | |
| 7 MONTHS | Other consultant engagements (if required) | TBD | | |
| | A/E Construction Document development | May 14 - Sept. 30 2025 | 3.5 months | |
| | CM Validation of Construction Document budget estimate | October 1 - October 15 2025 | 2 weeks | |
| | Bidding Phase | October 15-December 15 2025 | 2 months | |
| | GMP recommendation for Board packet | December 17, 2025 | | |
| | CB Council Approval of GMP | December 22, 2025 | | |
| 20 MONTHS | Post GMP approval contracts | TBD | 1.5 months | |
| | Mobilization, demo, site prep. | TBD | 2 months | |
| | Construction | TBD | 18 months | |
| | Commissioning and close out | TBD | 2 months | |



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SECTION 7

Additional Information

Additional Information

List states and categories in which your organization is legally qualified to do business:

Plante Moran Realpoint is a Michigan limited liability company registered with the following states: Michigan, Illinois, Colorado, Florida, Ohio, Minnesota, Texas, and Hawaii.

Answer Yes/No to the following. If “Yes” explain. In the last 5 years, has your company:

a. Had a contract terminated by a client for cause?

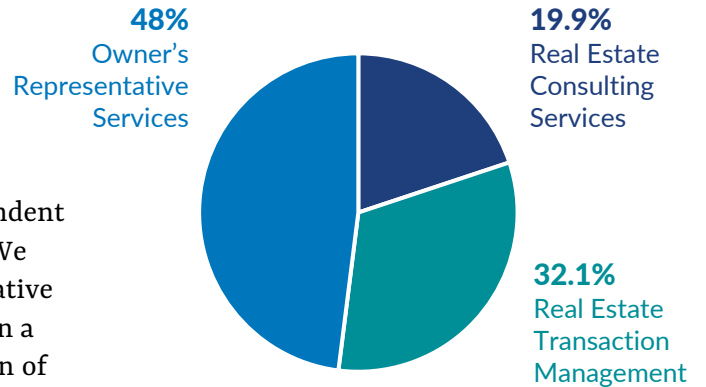
Plante Moran Realpoint has not been terminated for cause in the last 5 years.

b. Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of Owner’s Representative Services?

PMR is not currently a party to any litigation, arbitrations, mediation, regulatory proceedings, and/or lawsuits or legal action the past five years related to provision of Owner's Representative Services and is not aware of any ongoing governmental investigations of our company related to our provision of Owner’s Representative Services.

Does your firm provide other Services besides Owner's Representative Services? If "Yes" Explain what other services you provide and identify the percentage of its business devoted to exclusively Owner Representative Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.

PMR's owner's representation services have encompassed approximately 50% of our business operations over the past 10 years. We do not believe our firm has any relationships that would be perceived as a conflict of interest. We have served as an independent Owner's Representative for more than 25 years. We average \$5 billion per year in Owner's Representative work. Our recent projects total \$5 billion and span a variety of industries. PMR is built on a foundation of integrity and independence. We advocate solely for our clients at all times. As your trusted advisor, we bring dedicated resources, proven processes, and deep experience to guide you in making the right strategic, financial, and mission-driven decisions.



Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

See page 47.

Describe the firm's method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

See page 51.

Describe how the firm stays up-to-date on all construction code, regulatory and other legal requirements related to community buildings.

See page 61.

Describe your firm's preferred plan for on-sight observation/supervision of the project.

See page 61.



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SECTION 8

Required Forms

Agreement & Bidder's Agreement

PMR has successfully worked together with its public sector clients to arrive at mutually agreeable contract scope and terms to assist in overseeing approximately \$5B of ongoing work. PMR conditions its proposal upon working with the City to understand their needs further and arrive at a mutually agreeable contract form and refined scope of services consistent with industry norms and insurable under insurable under PMR's insurance policy.

**ATTACHMENT B:
 BIDDER'S AGREEMENT
 FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
 SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
 BUILD**

Subject to the conditions in our proposal, ~~In~~ submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Paul R. Wills May 9, 2024

PREPARED BY **DATE**
 (Print Name)

Partner May 9, 2024

TITLE **DATE**

Paul R. Wills

Paul.Wills@plantemoran.com

AUTHORIZED SIGNATURE **E-MAIL ADDRESS**

Plante Moran Realpoint

COMPANY

3000 Town Center, Suite 100, Southfield MI 48075 (248) 223-3316

ADDRESS **PHONE**

NAME OF PARENT COMPANY **PHONE**

ADDRESS

**ATTACHMENT C:
COST PROPOSAL
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
BUILD**

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

| COST PROPOSAL | | | |
|------------------------------------|---|---|---|
| ITEM | BID AMOUNT | | |
| | OPTION A Assumes a \$5M to \$19.99M project | OPTION B Assumes a \$20M to \$24.9M project and 36-month duration | OPTION C Assumes a \$25M to \$30M project and 36-month duration |
| Phase 2 (From Date of Appointment) | \$40,000 Preconstruction | \$40,000 Preconstruction | \$44,000 Preconstruction |
| Phase 3 | \$80,000 Preconstruction | \$80,000 Preconstruction | \$88,000 Preconstruction |
| Phase 4 | \$200,000 Preconstruction + Construction TBD | \$200,000 Preconstruction + \$360,000 Construction | \$220,000 Preconstruction + \$400,000 Construction |
| TOTAL BID AMOUNT | \$320,000 Preconstruction + Construction TBD | \$680,000 Preconstruction + Construction | \$752,000 Preconstruction + Construction |
| ADDITIONAL BID ITEMS | | | |
| Reimbursables | \$10,000 | \$10,000 | \$10,000 |
| GRAND TOTAL AMOUNT | \$330,000 + Construction TBD | \$690,000 | \$762,000 |

PLEASE SEE COST PROPOSAL SECTION FOR FURTHER DETAILED INFORMATION

Firm Name Plante Moran Realpoint

Authorized signature 

Printed Name Paul R. Wills

Date May 9, 2024

**ATTACHMENT D:
 IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
 FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
 SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW
 BUILD**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

Paul R. Wills May 9, 2024

PREPARED BY **DATE**
(Print Name)

Partner May 9, 2024

TITLE **DATE**

 Paul.Wills@plantemoran.com

AUTHORIZED SIGNATURE **E-MAIL ADDRESS**

Plante Moran Realpoint

COMPANY

3000 Town Center, Suite 100, Southfield MI 48075 (248) 223-3316

ADDRESS **PHONE**

NAME OF PARENT COMPANY **PHONE**

ADDRESS

38-3217279

TAXPAYER I.D.#

**ATTACHMENT E:
FIRM QUESTIONNAIRE
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM
SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

Please give the following information regarding your proposal:

1. List three (3) Municipal agencies (within the U.S.A.) that you have performed this service for a similar project in the last ten (10) years:

Name: Redford Township Contact Person: Pat McRae
 Phone #: 313-387-2715 E-mail address: pmcrae@redfordtwp.com
 Approximate Combined Portfolio Value: \$21,500,000

Name: Van Buren Township Contact Person: Elizabeth Renaud
 Phone #: (734) 699-8900 ext 9258 E-mail address: erenaud@vanburen-mi.org
 Approximate Combined Portfolio Value: \$16,000,000

Name: City of Birmingham Ice Arena Contact Person: Carrie Laird
 Phone #: (248) 530-1714 E-mail address: claird@bhamgov.org
 Approximate Combined Portfolio Value: \$6,000,000

2. List states and categories in which your organization is legally qualified to do business:

Plante Moran Realpoint is a Michigan limited liability company registered with the following states: Michigan, Illinois, Colorado, Florida, Ohio, Minnesota, Texas, and Hawaii.

3. Answer Yes/No to the following. If "Yes" explain. In the last 5 years, has your company:

- a. Had a contract terminated by a client for cause?
- b. Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of Owner's Representative Services?

See page 74

4. Does your firm provide other Services besides Owner's Representative Services? If "Yes" Explain what other services you provide and identify the percentage of its business devoted to exclusively Owner Representative Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.

See page 75

5. Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

See page 47.

6. Describe the firm's method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

See page 51.

7. Describe how the firm stays up-to-date on all construction code, regulatory and other legal requirements related to community buildings.

See page 61.

8. Describe your firm's preferred plan for on-sight observation/supervision of the project.

See page 61.

9. Provide any additional information that the City should consider regarding your experience, proposed services and / or the Project.



plante moran
REALPOINT



pmrealpoint.com

3000 Town Center, Suite 300
Southfield, MI 48075



**Owner's Representative for Birmingham Senior/
Recreation Center Proposal Evaluation Sheet**

PROPOSAL SUBMITTED BY: _____ **REVIEWED BY:** _____

| CRITERIA | COMMENTS |
|--|----------|
| <p>Responsiveness to Objectives/Methodology</p> <ul style="list-style-type: none"> • Contractor provided a work program that expressly addresses the objectives identified in the Request for Proposals • Contractor provided a clear narrative and representation of their plan for accomplishing the work requested in the RFP • Contractor provides an acceptable description of how the project will be managed, quality assurance, budget and cost controls, schedule controls, and internal/external coordination • Proposal includes requested scope of work on page 6 of the RFP • Does the proposed work program benefit/assist/promote the objectives of the City? | |
| <p>Fee Proposal</p> <ul style="list-style-type: none"> • Cost, value and benefit of services to be provided • The proposal maximizes the City's budget for this project | |
| <p>Experience and Qualifications</p> <ul style="list-style-type: none"> • Contractor has personnel who have experience with the professional services described in the RFP, as well as experience in working with municipal governments or public entities • Information has been provided on technical training, experience, and education of the personnel who will be assigned to the Project • Proposed team members possess strong educational backgrounds and relevant experience • Contractor demonstrates an understanding of current guidelines and best practices | |
| <p>Capacity</p> <ul style="list-style-type: none"> • Contractor enumerated their capability to accomplish project with current work force and work load • Contractor clearly identified all disciplines available within the firm and those that will be subcontracted to others • Contractor provided a list of any subcontracted firms that will be involved in the project and the scope of responsibility for each firm | |
| <p>Comparable Projects</p> <ul style="list-style-type: none"> • Contractor provided a list of comparable projects/services (min of 5; max of 10 public sector clients) that have been successfully completed within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project | |
| TOTAL SCORE | |



Jana Ecker <jecker@bhamgov.org>

Fwd: Birmingham Rec center feedback

1 message

Andrea Delaney <andreadelaney@gmail.com>
To: jecker@bhamgov.org, clemencem@bhamgov.org

Tue, May 7, 2024 at 4:52 PM

Hello

I attended the meeting at Y last week in Birmingham and would like my thoughts included in the feedback. I am unclear as a taxpayer who voted for the sinking bond the amount of influence the NEXT organization has on the decision making since they represent multiple communities. It is also unclear to me if the intent for seniors or the community. I do recognize the scale of sinking bond funding is limited and therefore requires us to be highly thoughtful and considerate. If the scope changes I understand we may re

We need to blur the line between the building and the outside park spaces.

We need to expand possibilities for funding.

We need multi- functional flexible spaces that transcend traditional office environments.

We need feedback from future generations.

I like the idea of enlarging the community kitchen and having spaces for many groups to meet and eat together.

It is short sighted to cut the pool out due to costs at this point. The long term cost/benefits should be weighed for health of the community. After my conversations at this meeting it was clear to me that the city was not interested in supporting the pool or exploring alternative ways to fund keeping the pool. This made me think about my long term aging in this community.

The best ROI will be to build a space for connection which strengthen cross-generational/cultural relationships. All people need in person connections to help with mental and physical health.

Adaptive reuse projects happening in Detroit:

<https://www.architecturaldigest.com/story/from-a-reimagined-detroit-church-to-an-emerging-furniture-makers-explorations-in-resin-here-are-ads-discoveries-of-the-month>

<https://www.dezeen.com/2024/05/03/so-il-detroit-warehouses>

A community center revitalizing a YMCA site:

<https://massdesigngroup.org/work/design/you-youth-opportunity-union>

Andrea Green

Birmingham Resident 13 years

YMCA member

Future NEXT member

mother of three kids in BPS

swimmer & pickleball player