



Mr. Dennis Andrews, CPRP  
Parks and Natural Resources Director  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

July 18, 2024

Re: ADDITIONAL SERVICES PROPOSAL – BROOKLANDS PARK WATER FEATURES  
Architectural Design- Brooklands Park  
1585 East Auburn Road  
Rochester Hills, MI 48307

Dear Mr. Andrews,

We at Niagara Murano (NM) would like to thank you for the opportunity to offer architectural design and specification services for designing 2 Water Features for the recently master planned Brooklands Park located at 1585 East Auburn Road in Rochester Hills MI.

Currently, the NM Team is working together with you and the CRHills Team on the Design and Construction Documentation for this park. NM is delighted to offer our proposal to work with this multidisciplinary Team that will include representatives from the CRHills Building Department and the DPS Department. In addition, and as part of our team, we have included MA Engineering (Birmingham) for Electrical and Plumbing Engineering, IMEG (Farmington Hills) for Structural Engineering, Spalding Dedecker (Rochester Hills) for Civil Engineering, and Luke Landscape for Water Feature Engineering.

#### **Project Description**

It is our understanding that CRHills would like a proposal for Professional Design Services regarding 2 Water Features as focal points within the Brooklands Park. NM will work with the interdisciplinary Team and the Electrical, Plumbing, Structural, Civil Engineering and Water Feature Consultants to lead the design of the architectural and landscape features of this project and ensure the design intent of the Water Features is integrated into the bid documents. Specific features and scope are the following:

- 1) Provide 1 water features or activity in the central extended area that serves as a visual component. This feature could also be mildly interactive like a water fountain, floating faucet, or a waterwall.
- 2) Also provide 1 water feature with a more traditional small fountain in a second location, possibly the northwest corner.

#### **Scope of Services:**

The scope of Professional Architect/Engineer Full services will be commensurate with those requirements as outlined within our current contract with the City of Rochester Hills Blanket Services Agreement between Owner and Architect. Basic Services will include necessary Architectural, Electrical, Plumbing, and Structural Engineering disciplines. Specialty Services include Landscape Design, Civil Engineering and Water Feature Engineering.

It is understood that NM will be responsible for the coordination of the consultants under direct contract with NM. In this way NM will provide a single point of contact throughout the design and production process.

**ARCHITECTURE**  
155 ROMEO ROAD SUITE 700  
ROCHESTER, MICHIGAN 48307  
TELEPHONE: 248.646.5765  
FACSIMILE: 248.646.5813

**Basic Services will include the following disciplines:**

Architectural/Water Feature Design  
Electrical and Plumbing Engineering  
Structural Engineering

**Specialty Services will include the following disciplines:**

Landscape Design  
Fountain Design  
Water Feature Engineering  
Illumination Design

**Basic Architectural Services will include the following designated services:**

Architectural Design  
Construction Documents  
Building Specifications  
Project Management  
Code Reviews

**Basic Specialty Services will include the following designated services:**

Landscape Design – assist with overall vision. Landscape species selection.  
Water Feature Design

**Basic Services itemized task list:**

1. Design meetings reviewing program, vision, options and decisions with CRHills Team
2. Design review meetings with the CRHills Team
3. DD and 95% CD reviews (estimate at DD phase)
4. Construction documents, specifications, code review, and ADA requirements.
5. Design presentations showing proposed materials and shape
6. Architecture and coordination with Basic and Specialty Consultants.
7. Lead the design vision for the Consultant Team to maintain Master Plan design intent.

**Services Not Included:**

The following services are not included within this Professional Fee Proposal but may be provided upon the Owner's written authorization to proceed, at a mutually agreed additional fee:

- Sprinkler system design/spec
- Graphic Design/Site signage
- Architectural models – (physical)
- Bringing power to site – assumption is there is power available to extend from for the existing panel and distribution.
- Parking Study
- Soil borings
- 3D computer models
- A/V consultant
- State Fees, Permits and travel expenses to meetings beyond the Detroit Metropolitan Area.
- Printing of construction documents for distribution to others except for Owner review.
- Payment for the Submittal of Documents to the City Building Authority for Permits and Fees (reimbursable)
- Responsibility for any construction means, methods, techniques and project site safety.

**APPROACH AND METHOD**

Currently we are developing the Design and Construction documents for the Brooklands Park Improvements. We would like to study and integrate as quickly as possible design options for the 2 proposed water features, and include them in our already established Design Development and Construction Document process.

**DESIGN DEVELOPMENT**

One (1) design meeting w/ Owner to review vision for both water features.

Two (2) design meetings w/ Owner to review both water feature concepts.

Final design presentation with preliminary cost estimates.

**CONSTRUCTION DOCUMENTS**

Specific Construction Documents coordination, development, review and integration.

**CONSTRUCTION ADMINISTRATION – Not in Contract****QUALITY CONTROL**

Included in base project

**Professional Fee:**

We propose to provide our Professional Architectural and Engineering Services with hourly rates as per our contract with CRHills associated with this Project in accordance with the following Professional Service Fee breakdown. Note that all fees expressed herein are considered 'not to exceed' amounts:

**Basic Services:**

- Architectural/Water Feature Design Services/Lighting Design Fee \$ 29,850
- Electrical and Plumbing Engineering Fee \$ 7,500
- Structural Engineering Services Allowance: Fee \$ 7,500

**Total Basic Services** \$ 44,850

**Specialty Services:**

- Landscape Design and Civil Engineering Fee \$ 8,874
- Water Feature Engineering Fee \$16,800

Reimbursables \$ 3,000



**Total Basic and Specialty Services including reimbursables: \$73,524.00**

**Reimbursable Expenses:**

We estimate approximately **\$3,000** in reimbursable expenses listed below.

The following expenses related to the administration of a project will be identified and charged at cost without markup:

1. Printing costs for drawing reproductions for in house review, team coordination Owner Reviews, distribution, bids, permits, and construction.
2. Color copies. Shipping, mailing and overnight delivery charges.

**Total Reimbursable Allowance \$3,000**

*Note – Should 3D professional renderings be needed, please allow \$4,000 each*

**SCHEDULE - (note suggestion below)**

The NM team is prepared to start the project upon notice and signed proposal and will respond in a timely manner to meet your schedule. Please allow approximately 4-6 weeks for this effort. **Suggestion – Proceed to bid out base job as currently designed to maintain Construction Schedule and add the Water Feature to the scope shortly thereafter.**

The following is the Contract Phase breakdown of our fee:

- *Schematic Design NIC*
- *Design Development 40%*
- *Construction Documents 55%*
- *Bidding & Negotiations 5%*
- *Construction Administration NIC*

Invoices due within 45 days of completion

Suspension of Services – If the Client fails to make payments when due or otherwise is in breach of this Agreement, Niagara Murano may suspend performance of services upon five (5) calendar days' notice to the Client. Niagara Murano shall have no liability whatsoever to the Client for any costs or damages because of such suspension caused by any breach of this Agreement by the Client.

#### **ASSUMPTIONS, EXCLUSIONS & CITY RESPONSIBILITIES**

Niagara Murano is prepared to complete the work as outlined above per our understanding of the project, which includes the following assumptions, exclusions and identified City responsibilities.

- a. Main point of contact will be Mr. Dennis Andrews.
- b. City to provide NM with scaled digital file site plan of the existing Brooklands Park showing existing lot lines, topography, underground utilities, tree survey, species types and locations, wetland locations, existing trail locations, drives and site improvements etc. documenting existing conditions.

#### **Invoicing Procedures:**

Payment terms shall be in accordance with City of Rochester Hills Order Standard Terms and Conditions. Invoices for our services will be submitted monthly due within 30 days. Overdue invoices are subject to 1.5% late payment.

#### **Insurance:**

For the protection of our clients as well as our firm, we carry insurance protection including professional liability insurance. The extent and types of insurance shall be in accordance with the City of Rochester Hills Purchase Order Standard Terms and Conditions and can be provided upon request.

#### **Termination Agreement:**

In the event the project is abandoned, or the agreement terminated, termination shall be in accordance with Rochester Hills Purchase Order Standard Terms and Conditions.

We look forward to this opportunity to further our professional relationship with you and your Team at Rochester Hills. Thank you for your consideration. Of course, feel free to call me personally at 248 646 5765 if you have any questions.

#### **Limitation of Liability**

To the maximum extent permitted by law, the Owner agrees the maximum aggregate amount of Niagara Murano's Liability shall be limited to the sum of the contract price contained herein. This limitation shall apply regardless of the cause of action or legal theory applied or asserted. Under no circumstances shall Niagara Murano be liable for Owner's loss of profits, delay damages, or any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

**Certification:**

On behalf of NM and all Team members, I thank you for your consideration of this Proposal. Should you have any questions in this regard, please call us at your earliest convenience. If this proposal meets with your approval, please sign where noted below and return one copy of our records, for we shall consider this as a letter of intent to begin.

Sincerely,



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Delia Rodi, IES, CEO  
Niagara Murano, LLC

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Mayor Bryan K. Barnett  
City of Rochester Hills, Michigan

Date: July 18, 2024

Date \_\_\_\_\_