

January 29, 2025

Ken Elwert, CPRE  
Parks & Natural Resources Director  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

**Re: Professional Services Proposal – Architectural/Engineering Services**  
Nowicki Park - Rochester Hills, Michigan  
**Service Building & Pavillion**

Mr. Elwert,

Per your request, A3C is pleased to submit this proposal for Professional Architectural and Engineering Services to The City of Rochester Hills for the above project. Matrix Engineering will serve as the project mechanical, electrical, and plumbing engineering consultants to A3C for the project. Robert Darvas Associates will act as structural engineering subconsultant to A3C. BMID will act as interior design subconsultant to A3C. Ed Alonso will serve as A3C's Senior Project Manager, with assistance from A3C production staff, and Don Barry will serve as A3C Project Director.

The project information used to prepare this proposal consists of the following:

- a. An informational meeting held on January 6, 2025, with Ken Elwert, Dennis Andrews, Steve Sutton, Ed Alonso, and Don Barry in attendance.
- b. A meeting Agenda and summary of the work prepared by Mr. Elwert.
- c. A programmatic site plan rendering of the proposed park prepared by Niagara Murano.
- d. Drawings dated 1/4/2021 of similar work performed in Borden Park.
- e. An Opinion of Probable Construction Cost, dated 1/17/24, prepared by Spalding DeDecker.

## **PROJECT SCOPE**

This project involves the conversion of a 40-acre parcel near the intersection of Adams Road and West Tienken Road into a new city park. The city is currently investigating the potential acquisition of an adjacent 10-acre parcel, but this is not currently within the scope of this proposal. This planned park is to be called Nowicki Park.

Nowicki Park will have many unique features. These include:

- A Service Building (2,450 SF, estimated) containing the following programmatic functions:
  - Year-round Public Restrooms with 3 toilet or urinal fixtures and 3 lavatories for each gender (approx. 440 SF)
  - Lockers (approx. 100 SF)
  - Staff Restroom (approx. 50 SF)
  - Staff Offices, (approx. 240 SF)
  - Community Room (add alternate – approx. 800-1,000 SF)
  - Storage Garage/Workroom (approx. 300 SF)
  - Associated Circulation, Utilities, & Construction (320 SF)

- A Pavilion Shelter for covered gathering
- Playground
- “Beehive” Garden Feature
- Water Feature
- Dog Park & Pool
- Boardwalk
- Pond Feature
- Flower Field
- Pollinator Trail
- Stone/Water/Ice Feature
- Traditional Trails
- Associated parking, drives, and site lighting

Of the features denoted above, the first two (Service Building and Pavilion) fall within the scope of this proposal. The city has solicited a proposal from Nowak & Fraus for the site work.

Based upon the information received by the design team, the total project budget is estimated to be approximately \$8.5 million. Of this amount, approximately \$2 million is estimated for the Service Building and \$350,000 for the Pavilion.

Additional details and assumptions regarding project scope can be outlined as follows:

- All work will be performed according to the executed AIA Document B102-2017, Standard Form of Agreement Between Owner and Architect *without a Predefined Scope of Architect’s Services*, dated March 15, 2023, and associated Owner Addendum.
- MEP engineering services under this contract are to within 5’ of the proposed building. All other site civil and MEP engineering services will be performed by others.

This project will be reviewed with the City of Rochester Hills Planning Department as the local Authority Having Jurisdiction (AHJ) for building permits.

## SCOPE OF PROFESSIONAL SERVICES

In delivering professional services for this project, the A3C Team will provide design services consistent with the requirements outlined in the Architectural Blanket Contract for Architectural Services currently in force with the City of Rochester Hills, AIA Document B102-2017, Standard Form of Agreement Between Owner and Architect *without a Predefined Scope of Architect’s Services*, dated March 15, 2023, and associated Owner Addendum.

In addition, the A3C Project Team will complete the following general tasks when delivering the noted professional services:

### Project Coordination:

- a. Develop and maintain the schedule for the design phase.

- b. Facilitate work sessions with the Owner and coordinate key project components with all internal and external project team members.
- c. Conduct Design Team Meetings at roughly two-week intervals during the design phase. Most meetings will be held online via MS Teams.
- d. Work with the Owner to develop the construction documents, including Service Building and Pavilion architectural, interior design, and MEPS engineering.
- e. Utilize AutoCAD and Revit software in the preparation of project documents.

The scope of professional architectural and engineering services proposed for this project, by design phase, is as follows:

Schematic Design Phase:

- a. Attendance at a Design Kickoff Meeting, to review and finalize the project scope and design parameters.
- b. Conduct on-site fieldwork to review readily observable existing conditions within the areas of work.
- c. Generate Schematic Plans, Elevations, and 2-3 Rendering options for review and comment by the project team.
- d. Generate scope of work narratives for architectural, structural, mechanical, and electrical portions of the project to supplement Schematic Plans.
- e. Obtain user signoff on the selected Schematic Plan and the intended scope of work.

Design Development Phase:

- a. Select interior finishes that will be used in the design development documents.
- b. Distribute progress sets of design development documents to the project team at appropriate intervals during this design phase.
- c. Develop MEP design narrative, including geothermal and photovoltaic design.

Construction Documents Phase:

- a. Incorporate interior finishes, furniture, and AV systems into the document set, based upon recommendations & coordination with the project team.
- b. Coordination of architectural, structural, mechanical, and electrical construction documents.
- c. Electronic distribution of a 50% complete set of construction documents to the project team, for ongoing review and reference.
- d. Issuance of a 95% complete Construction Documents set for page-turn review by the project team.
- e. Attendance at a Design Review meeting to review and obtain approval of the 95% construction documents from the project team.
- f. Issuance of Bid-Permit documents (Drawings and Specifications) to the City of Rochester Hills Building Department and for Owner distribution to bidders.

Bidding & Negotiation Phase

- a. Assist the Owner in preparation of Contractor requests for proposal.
- b. Assist the Owner in Contractor evaluation and selection.

Construction Observation Phase:

- a. Review and response to RFIs and submittals received from the Construction Manager during the construction period.
- b. Evaluate change orders, claims, payment applications, and substitution requests.
- c. Attendance at bi-weekly construction progress meetings during the construction period. Most of these meetings will take place remotely via conference call.
- d. Completion of a punch list walk through and preparation of a written punch list at the completion of construction of each phase of the project.
- e. Inspection of the project for recommendation of substantial completion and final payment application.
- f. Prepare record drawings in AutoCAD 2022 based on mark-ups received from the Construction Manager or General Contractor.

Proposal Assumptions:

- 1. Selection and procurement of furniture and interior signage can be added, upon request, an additional service.
- 2. MEP engineering services under this contract are to within 5' of the proposed building. All other site civil and MEP engineering services will be performed by others.
- 3. Permit fees will be paid by the Construction Manager/General Contractor.

**PROJECT SCHEDULE**

Project Proposal Approval:	February 11, 2025
Schematic Design (10 weeks):	February 17 – April 25, 2025
Design Development (12 weeks):	April 28 – July 11, 2025
Construction Documents (19 weeks):	July 14 – November 21, 2025
Bidding/Permits/Mobilization (8 weeks):	November 24 – January 16, 2026
Construction Start:	Spring 2026

Adherence to this schedule is based on timely decisions from all project team members and may be subject to revision based upon final approvals. The construction period milestones will be determined by the Construction Manager and the Owner’s Representative.

**PROFESSIONAL FEES**

**Professional Fees & Reimbursable Expenses:**

Compensation requested for the scope of professional services outlined is as follows:

Professional Fees – (Lump Sum):

A3C– Collaborative Architecture (Architectural):	\$96,800.00
Matrix Engineering (Mechanical/Electrical/Plumbing):	\$41,400.00
BMID (Interior Design)	\$2,405.00
<u>Robert Darvis Associates (Structural Engineering)</u>	<u>\$16,200.00</u>
<b>Total Professional Fees (Phases 1 &amp; 2):</b>	<b>\$156,805.00</b>

Reimbursable Expenses:

<u>Customary Reimbursable Expenses (Mileage, etc. – estimated)</u>	<u>\$2,500.00</u>
<b>Total Compensation Requested</b>	<b>\$159,305.00</b>

<u>Additional Fees for LEED Certification (Optional)</u>	<u>\$30,000.00</u>
<b>Total Compensation Requested including optional LEED Cert.</b>	<b>\$189,305.00</b>

Note: The above fees are based upon the pricing option table included in the Proposal for Citywide Architectural Services dated October 18, 2022, and the AIA Document B102 – 2017 executed with the City of Rochester Hills.

Invoices will be submitted to the City of Rochester Hills by project phase monthly and prepared in accordance with city standards.

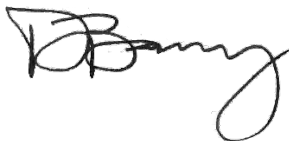
**ADDITIONAL SERVICES:**

Additional Services requested by the Owner or required by the project and not detailed in this proposal will be provided by a mutually agreed upon lump sum, or on an hourly basis using our standard hourly rates.

We have submitted this proposal based upon the information available to date. If the project schedule or scope increases significantly from the parameters stated within this letter, A3C reserves the right to re-negotiate our fee accordingly.

We are happy to review any aspects of this proposal with you if any questions arise. Thank you for the opportunity to work with you on this project. We are looking forward to getting started!

Sincerely,



Donald Barry JD, AIA, LEED AP  
 Senior Principal, Project Director  
 A3C – Collaborative Architecture

**ACCEPTANCE:**

The undersigned represents that he or she is authorized to sign this Proposal on behalf of the Client and warrants that he or she has read the terms of the proposal and agrees to be bound by its provisions. The above Proposal is valid for 30 days.

\_\_\_\_\_

Date: \_\_\_\_\_

Bryan K. Barnett, Mayor  
City of Rochester Hills

cc: File

**Sent via email: ealonso@a3c.com**

January 28, 2025

F. Edward Alonso  
A3C – Collaborative Architecture  
115 E Liberty St.  
Ann Arbor, MI 48104  
(734) 663-1910 Ext. 111

**RE: Professional Services Proposal  
Nowicki Park - Structures  
Matrix Project No. 250059.00**

Dear Ed,

We are pleased to submit this proposal for Mechanical, Plumbing, and Electrical Engineering in accordance with the information described below.

**Project Description**

Matrix will provide mechanical, plumbing, and electrical engineering design services for the new approximately 2,500 sq. ft. office / service building at Nowicki Park in Rochester Hills, Michigan. An alternative design option will be offered to add an additional 800-1,000 sq. ft. for a community room with a generator. This community room is expected to be used as a rental/voting space. An alternative price will also be provided for the building to be designed to LEED standards.

The mechanical design will consist of heating and cooling load calculations to determine equipment sizes and ventilation requirements for the office / service building. It is anticipated the building will be served by multiple package rooftop units with distribution supply and return ductwork. Exhaust fans and cabinet unit heaters will be used throughout the building as needed.

The plumbing design will consist of gas, sanitary, vent, domestic cold/hot water piping, and associated plumbing fixtures for the office / service building. It is anticipated that an electric tank type water heater will be utilized for the office building.

The electrical design will consist of lighting and power designs for the building. The lighting design will include EM photometrics along with controls to meet local and energy codes. The power design will include general receptacles, equipment receptacles and any power connections for mechanical equipment, or other owner equipment. Outlets and lighting (if necessary) will be provided for the pavilion.

**Project Alternates**

A solar design will consist of evaluating the electrical service nearby to determine the location for solar tie-in, providing a riser diagram and coordinating with the solar contractor for an additional fee as shown below.

Geothermal design will be included for an additional fee as shown below.

**Scope of Services**

Matrix will provide the following:

- Mechanical design
- Plumbing design
- Electrical design
- Twelve (12) virtual design meetings (weekly for first 2 months and bi-weekly for an additional 2 months) with one engineer present
- Cost estimates at 50% and 90%
- Sealed prints & specifications
- Answer plan review questions

**Not in Scope of Services**

- Structural design
- Civil Design
- Hydronic design (boilers, chillers, pumps, etc.)
- Provide water for site fountains / water features (provided by others)
- Plumbing beyond 5' from building
- Commercial kitchen design
- Submit to LEED
- More than twelve (12) virtual design meetings
- Site lighting
- Security and IT design
- Shop drawing review
- Answer questions during construction
- Punchlist
- Construction administration services beyond what is listed below

**Professional Fees and Project Related Cost**

Matrix Consulting Engineers, Inc. will provide the above services for a fixed fee of: **\$17,500.**

**Project Alternates in Addition to the Fee Above**

<b>Shop drawing review and answering questions during construction:</b>	<b>\$4,600</b>
<b>Design to LEED:</b>	<b>\$7,700</b>
<b>Service Building Alternative (+1000 sq. ft.):</b>	<b>\$4,400</b>
<b>Solar design:</b>	<b>\$7,000</b>
<b>Geothermal design:</b>	<b>\$12,500</b>

Additional services not included in the above will be billed on an hourly basis in accordance with our latest Rate Schedule. In addition to professional fees, we would expect to be reimbursed for "out of pocket" expenses related to printing and photographic reproduction of documents other than for in-house coordination, permits and approvals secured on behalf of the owner, express mail and courier service, and advertising expenses. "Out of pocket" expenses will be invoiced at 1.10 multiplier.

Should this proposal meet with your approval, please indicate your acceptance by signing below, and returning a copy to this office.

Sincerely,

**Matrix Consulting Engineers, Inc.**



**Matrix Consulting Engineers, Inc.**  
**Proposal No. 250059.00**  
**January 28, 2025**  
**Page 3 of 3**

Joseph F. Sovis, P.E.  
Vice-President

cc: Proposal File

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_



January 27, 2025

Don Barry  
A3C - Collaborative Architecture  
115 1/2 East Liberty Street  
Ann Arbor, MI 48104

Dear Don,

I am pleased to submit the following proposal for interior design services for the Rochester Hills Nowicki Service Building. This proposal shall form the basis of an agreement between Buffy McConnell Interior Design, LLC and A3C – Collaborative Architecture:

### **Project Description**

The project for the Rochester Hills Nowicki Service buildings involves new finishes and new furniture for approximately 2450 square feet, with an alternate for a new community room (800-1000) square feet. Areas involved include year-round public restrooms, lockers, staff restroom, staff offices, community room (alternate) storage garage/workroom, and associated circulation.

### **Scope of Work -**

- Confirm with A3C regarding what types of finishes are to be specified (flooring, toilet partitions, lockers, etc).
- Provide 2 schemes/options for new finishes for review and present to client (1 meeting).
- Document selected scheme with a Room Finish Schedule and Key in AutoCAD. BMID will provide AutoCAD drawings to be implemented into A3C's construction drawings.
- Confirm with the owner all furniture requirements (types, quantities, etc) for the offices and community room.
- Create a furniture plan and confirm layout with owner. Develop furniture specifications.
- Work with NBS (Steelcase dealer) to obtain furniture finish options. BMID will make recommendations/options to the owner for review and selection (1 meeting).
- Work with NBS (Steelcase dealer) to obtain a quote for the furniture. Review and give to client for order placement.
- A final finish board will be given to the client, and a mini board to A3C.
- Assist with shop drawings for finishes. Finishes are to be mailed to BMID or provided electronically.

### **Compensation**

Buffy McConnell Interior Design, LLC proposes to provide interior design services as described in this proposal on an hourly basis not to exceed \$2,405 (two thousand four hundred five dollars).

The hourly rate for this project is:

Interior Designer: \$65 per hour

If additional services are requested, services will be provided at the hourly rate quoted above.

Payments will be billed monthly and due within 30 days from the date of the invoice, based on the hours of completed work, rounded to the quarter hour. Payment will be considered past due if not received within 30 days of the invoice and will result in late charge fee of 2% of the unpaid balance.

6721 Fortuna Drive Temperance, MI 48182 419-262-1471 [bmccconnell@bex.net](mailto:bmccconnell@bex.net) [www.buffymcconnellid.com](http://www.buffymcconnellid.com)

# BMID

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Please sign below if you are in agreement with this proposal. Thank you for this opportunity and I look forward to working with you!



1-27-25

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Buffy McConnell  
Owner – Buffy McConnell Interior Design, LLC

Date

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Don Barry  
Senior Principal - A3C Collaborative Architecture

Date



January 27, 2025

Mr. Don Barry, AIA  
A3C Collaborative Architecture  
115 East Liberty Street  
Ann Arbor, MI 48104

**Re: Proposal for Consulting Structural Engineering Services for  
Rochester Hills Nowicki Park Proposal**

Dear Mr. Don Barry, AIA,

Robert Darvas Associates, P.C. (RDA) is pleased to provide the following proposal for consulting structural engineering services. We understand the project to be a 2,450sf service building to be located at Nowicki Park in Rochester Hills, Michigan, similar to the Borden Park project RDA consulted on in 2021. The building will be one-story wood-frame construction over shallow footings and slab on grade, and will consist of a community space, offices, locker rooms, restrooms, and storage. There will also be an exterior covered "pavilion shelter" but the size and construction type are unknown. Our proposal is based on email correspondence received on January 22, 2025.

## **1. PROPOSED SERVICES**

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RDA proposes to provide the following engineering services:

- 1.1. Discuss the proposed project scope and schedule with A3C Collaborative Architecture.
- 1.2. Perform preliminary structural engineering design, analysis, and calculations for the design of Rochester Hills Nowicki Park.
- 1.3. Review preliminary structural design concept drawings with A3C Collaborative Architecture and discuss.
- 1.4. Revise as necessary, and finalize calculations, drawings, and details to be issued for bid, permit, and construction.
- 1.5. Provide engineering assistance during the bidding and construction phases. This assistance will include addressing contractor questions (RFIs) and review of structural submittals.
- 1.6. One (1) site visit during construction. A report will be generated per site visit. Additional requested site visits will be billed at hourly rates in addition to our fees proposed herein.

## **2. ASSUMPTIONS/CLARIFICATIONS**

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This proposal includes the following assumptions and clarifications:

- 2.1. A3C Collaborative Architecture will be available for discussions and assist in gathering necessary documents, measurements, and/or investigations (if required).
- 2.2. Soil conditions are unknown at this time. The assumption is that conventional reinforced concrete shallow spread footings are sufficient for use at this site. A geotechnical investigation and report stating the recommended foundation type and allowable soil bearing pressure is not included in our fee proposal, and shall be supplied by the owner. If it becomes necessary to design deep foundations for the project, an additional services fee shall be discussed and provided.
- 2.3. Deliverables will be provided in PDF format. The production of the BIM model is intended and will be provided for use by the design team. Its use by the Contractor and Subcontractor(s) for the preparation of fabrication models and/or shop drawings is not permitted. Drawings can be provided in 2D CAD



format upon request. A CAD drawing release form provided by RDA is required to be signed by the Client prior to release of 2D CAD drawings.

- 2.4. Exterior wall cladding and connections for metal panels, precast concrete panels, and curtain walls will be performed by the manufacturer. All interior architectural work, such as non-load-bearing partitions and equipment hangers are not included in the noted fees.
- 2.5. This proposal is for structural engineering of the described building(s) only and does not include engineering of temporary support systems. If such services are desired, we can submit a separate proposal for that work.
- 2.6. To the extent possible, teleconference meetings will replace face-to-face meetings due to the ongoing COVID-19 pandemic. This proposal does not include any office visits. All communications will be via email and/or phone conversations.
- 2.7. This proposal does not assume fast-tracked design methods where the structural drawings are submitted prior to the architectural, mechanical, electrical, or plumbing disciplines. If fast-track method is to be used for the project, an additional fee shall be discussed and provided.
- 2.8. The enclosed Standard General Conditions are part of this proposal.

### 3. ENGINEERING FEE

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RDA proposes to provide the above-described structural engineering services for a fixed fee of **\$16,200.00**.

There will be additional charges, without markup, for any of the following expenses, if necessary: deliveries, postage, printing, government approved mileage outside of Ann Arbor, and travel expenses along with meals and lodging.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. We have experienced staff available to work on this project immediately. If you find this proposed agreement acceptable, please sign and return, or initiate a standard AIA contract and initial acceptance of this proposal and the enclosed Standard General Conditions and include them as an Exhibit.

If you have any questions, please do not hesitate to contact me.

Sincerely,

**Robert Darvas Associates, P.C.**

A handwritten signature in black ink, appearing to read 'Stephen Rudner', written in a cursive style.

Stephen Rudner, P.E.

Accepted by: \_\_\_\_\_  
Mr. Don Barry, AIA

Date: \_\_\_\_\_



## Standard General Conditions

### **Project and Fee Changes:**

If the project scope changes from the above description our fee may need to be revised. Any significant design changes which require redesign on our part may affect the fee. Additional services requested by the client will be billed at our then effective hourly billing rates, or a fee negotiated when the extent of extra work is determined, plus reimbursable expenses (deliveries, postage, printing, government approved mileage (currently \$0.535/mile) outside of Ann Arbor, and travel expenses along with meals and lodging). Project and fee changes shall be approved in writing by the Client prior to RDA proceeding. If the project is cancelled for any reason you will only be billed for the work completed.

### **Billings and Payments:**

Invoices are due within thirty (30) days after the invoice date. If the invoice is not paid within thirty (30) days, RDA may (without waiving any claim, right against, or liability whatsoever to the Client) suspend or terminate the performance of service. Any retainer payment(s) shall be credited on the final invoice. Accounts unpaid sixty (60) days after the invoice date shall be subject to a time-price differential service charge of 1.5% per month on the then unpaid balance. Under all circumstances in the event of Client's failure to pay or other default by Client hereunder, RDA shall be entitled to recover its reasonable attorneys' fees, costs of collection, and other costs incurred arising out of or in any way related to Client's default or defaults.

### **Documents:**

All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by RDA as instruments of service shall remain the property of RDA. RDA shall retain the copyrights thereto.

### **Independent Contractor:**

It is agreed between the parties hereto that employment by Client of Construction Contractor(s) or Subcontractor(s) to construct work and perform maintenance constitutes them as independent Contractors and as such they are completely responsible to the Client for the performance of their contracts, maintaining the construction schedules, and that these construction organizations are solely responsible for the means, methods, techniques, and detailed sequences of construction and for safety precautions incident thereto. The presence of an RDA project representative at the jobsite will not relieve the Construction Contractor(s) of these responsibilities.

### **Indemnity:**

RDA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client (its officers, directors, and employees) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by RDA's negligent acts, errors or omissions in the performance of professional services under this Agreement and that of his or her Subconsultant(s) or anyone for whom RDA is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RDA (its officers, directors, and employees) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent acts, errors or omissions and those of his or her Contractor(s), Subcontractor(s), or Consultant(s), or anyone for whom the Client is legally liable, arising from the Project that is the subject of this Agreement. RDA is also not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence or the negligence of others.

