



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

January 30, 2025

Re: REQUEST FOR FEE PROPOSAL  
Design Construction Support - 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 Design Construction Support Services for the construction phase of Brooklands Park located at 1585 East Auburn Road in Rochester Hills MI.

Having recently worked together with you and the CRHills Team on the masterplan 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, as well as IMEG (Farmington Hills) for Structural Engineering.

#### **Project Description**

With Construction Documentation and Specification completed by NM and a final estimate provided by CM Lang Constructors to the City of Rochester Hills Project Manager, it is our understanding that CRHills would like to move forward with the Construction Administration phase for The Brooklands Park. The NM Team of Architectural, Electrical, Plumbing, and Structural Engineering Consultants will work together with the City of Rochester Hills interdisciplinary Team, and the CM, Lang Constructors, to ensure the design intent of the masterplan via the construction documents and specifications is implemented. Design Construction Support includes the following:

- **Change orders:** Managing requests to change the construction contract, such as by altering the contractor's work scope for possible cost savings, substitutions, unforeseen conditions etc.
- **Quality assurance:** Ensuring that the project meets quality standards and codes as documented on the Construction Documents and Specifications
- **Problem resolution:** Quickly providing innovative solutions to issues that arise during construction, such as with contracts, supplies, product availability, and budget.
- **Document control:** Maintaining construction documents, including producing them and reviewing shop drawing submittals and samples for materials and products specified.
- **Design clarification:** Clarifying design intent
- **Negotiation:** Using negotiation skills to find solutions that are agreeable to all parties
- **Project management:** Review progress, identify delays, develop solutions and review construction pay applications.
- **Site visits:** Site visits to observe, comment and strategize on the work and conformance with construction documentation.

Assumption – Construction services start first week of March 2025 and are completed by July 2025

**Design Construction Support Services will include the following disciplines:**

Architectural Design  
Electrical Engineering  
Structural Engineering  
Landscape Design

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

**Basic Services Itemized task list:**

- (9) Construction Administration review and Site meetings as requested
- Shop Drawing Review of Design Materials and Products etc. Stone, Signage font, Lighting fixture, etc.  
Specific shop drawing review of the following:
  - Water Feature Outcropping Wall & Water Fall Stone -Color/Textured/Placement verification
  - Water Feature Outcropping Step Stone-Color/Textured/Placement verification
  - Water Feature Michigan Stone for Basin- Color/Textured/Placement verification
  - Water Feature Outcropping Bluestone Cap-Color/Finish/Engraving/Font Style
  - Water Feature -Basin Grate
  - Water Feature-3 Pours-Color Selection of Concrete-Material Matching
  - Lighting Fixtures-Park& Water Feature-Color/Wattage/Lumens/Mounting Direction/Style/  
Color Temp
- RFI's (Requests for Information/clarifications)
- Verify the design vision regarding the Construction Documentation and 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:

- Graphic Design/ Rendering/ Site signage other than that at the Water Feature Bluestone cap
- State Fees, Permits and travel expenses to meetings beyond the Detroit Metropolitan Area.
- 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.
- Plant species review by others
- Bench design, confirmation of size/features, and onsite placement coordination by others
- Overall Park concrete surface Types/textures review by others
- Meeting minutes by others.
- Water feature coordination/ review

**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 Services                     | Fee \$ 12,200 |
| • Electrical Engineering                     | Fee \$ 2,500  |
| • Structural Engineering Services Allowance: | Fee \$ 1,500  |

**Total Basic Services** **\$ 16,200**

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Reimbursables \$ 1,000



**Total Basic and Specialty Services including reimbursables: \$17,200.00**

- *Please see attached Hourly Fee Breakdown following this proposal.*

**Reimbursable Expenses:**

We estimate approximately **\$1,000** 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 Owner Reviews, distribution, bids, permits, and construction.
2. Color copies.  
Shipping, mailing and overnight delivery charges.

## **SCHEDULE**

The NM team is prepared to start the project upon notice and signed a proposal and will respond in a timely manner to meet your schedule.

The following is the Contract Phase breakdown of our fee:

- *Construction Administration*

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 as a result of such suspension caused by any breach of this Agreement by the Client.

## **ASSUMPTIONS, EXCULSIONS & 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.

### **Invoicing Procedures:**

Payment terms shall be in accordance with the City of Rochester Hills Order Standard Terms and Conditions. Invoices for our services will be submitted on a monthly basis 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 pled 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 for 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: January 30, 2025

Date \_\_\_\_\_