

ANDERSON, ECKSTEIN & WESTRICK, INC. CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

51301 Schoenherr Road, Shelby Township, MI 48315 586.726.1234 | www.aewinc.com

December 28, 2024

Brian Meissen, Village President Village of New Haven 57775 Main St. New Haven, MI 48048

Reference: Proposed Lions Club Renovation

Dear Mr. Meissen,

Thank you for considering our firm for professional Architecture and Engineering services for the above referenced project.

Understanding of the Project / Scope of Services

The Village of New Haven is considering converting the Old Lions Club which is located at 57882 Lutes Street in New Haven into a new Community and Warming Center. This 3,400 square foot existing building has been unused recently but generally is in good condition.

The existing building consists of masonry blook exterior walls with wood roof trusses. The roof has recently been replaced and the exterior walls have been tuckpointed, the existing exterior envelope is currently weathertight. The HVAC system has recently been inspected and approved for assembly use and the main electrical system appears to be functioning well. Only minimal modifications (mainly electrical upgrades) to the mechanical and electrical systems are anticipated at this time.

The majority of the work is assumed to be interior other than new façade design elements added along Lutes to provide some "curb appeal". The existing exterior wall murals on the west side of the building will remain. The new building interior layout will include a warming kitchen, community room, ADA restrooms, administration spaces among other general building spaces.

Following is our proposed scope of services based on the above understanding of the project.

Initial Site Examination:

- Visit the site to confirm visual existing conditions
- Field measure the building and create an existing building floor plan, reflected ceiling plan and exterior south building elevation

Conceptual Planning:

- Develop conceptual architectural site plan, floor plan and exterior south elevation
- Develop opinion of probable construction cost
- Meeting to review initial conceptual plans and costs with the Village
- One revision to the concepts as required
- Meeting to review final conceptual plans

Site Plan Design and Planning Commission Submission (Administratively Approved Only):

• Site plan submission package (for administrative approval) including architectural site plan, building floor plan and south elevation.



Brian Meissen December 28, 2024 Page 2

Construction and Bidding Documents:

- Code analysis and life safety plan
- Architectural site plan limited to new entry stoops and exit doors
- Architectural floor and reflected ceiling plans
- Interior elevations, enlarged toilet floor plans, room and door schedules
- Kitchen equipment and reflected ceiling plans
- Minimal mechanical, electrical and plumbing plans
- Technical specifications on the drawings
- Meeting to review 60% and 90% documents

Bidding Services:

- Provide bidding documents to the Village for their use and posting on BidNet
- Attend pre-bid meeting, issue one addendum if needed
- Assist in reviewing construction bids and provide recommendation of award to the Village

Construction Contract Administration (limited, billed hourly):

- Write construction contract using an AIA contract
- Attend pre-construction meeting
- Review shop drawings
- Attend progress meetings twice per month on site
- Review monthly pay applications
- Review punch list
- Review close out documents

Services Not Included But Available

The following services are not included in this proposal, but are available as an additional service.

- Meetings other than those listed above
- IT, AV and other low voltage system design
- Security system design
- Furniture design
- Full time construction observation
- Exterior and site improvements other than those listed above
- Planning commission and or ZBA meeting attendance
- LEED design
- Grant administration such as certified payroll reviews and construction worker interviews
- Civil engineering, structural engineering and surveying services
- Mechanical engineering for new or upgraded HVAC systems
- Electrical generator engineering

Services Not Provided

Geotechnical investigation, material testing, environmental testing investigations are outside the scope of services that AEW can provide. We will assist the client in procuring these services with an outside consultant.



Brian Meissen December 28, 2024 Page 3

Fee for Services

The above described services will be performed for lump sum fees as follows:

Initial Site Examination	\$4,000.00
Conceptual Planning and Planning Commission Submission	\$4,500.00
Construction Documents	\$33,000.00
Bidding Services	\$3,500.00
Construction Administration (billed hourly, amount provided is anticipated)	<u>\$8,000.00</u>
Total A/E Fee	\$53,000.00

This proposal does not include revisions to the proposed scope of services or design revisions due to changes in the project presented by the Client or his representative once work has begun and the conceptual deign concepts are approved.

Schedule

We are prepared to begin within 14 working days of receiving an executed copy of this proposal.

Basis of Payment

Work in progress will be invoiced every four weeks (billing cycle) based upon hourly charges to date. Payment is due within twenty-eight days of invoice date, after which a time price differential charge of 1% per billing cycle (13% annually) will be added to the outstanding balance. Travel time is charged portal to portal. Failure to pay invoices promptly can result in suspension of the work and revision of the completion schedule by the Engineer.

Other Terms of Service

Services provided by AEW under this contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to AEW and by mutual agreement between the parties, AEW will correct those services not meeting such standard without additional compensation.

If the Client fails to make payment when due or is otherwise in breach of this contract, AEW may suspend performance of services upon five (5) calendar days' notice to the Client. AEW 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 contract by the Client.

No party to this agreement shall transfer, sublet or assign any rights under or interest in this agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party(s).

In recognition of the relative risks, rewards, and benefits of the project to both the Client and AEW, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, AEW's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the compensation received under this agreement.

The Client or his authorized agent may terminate this agreement within five days written notice. The Client must pay for any unpaid work and expenses incurred prior to termination.



Brian Meissen December 28, 2024 Page 4

Opinions of Probable Cost

Opinions of probable construction cost provided represent AEW's best judgment as a design professional familiar with the industry. However, it is recognized that AEW has no control over the cost of labor, materials, equipment or services provided by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Therefore, AEW does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions of probable cost prepared in any manner by our firm.

Execution of the Agreement

We trust that this proposal meets your needs. Please advise if any modifications or clarifications are required. When you are prepared to authorize us to proceed, please sign, date, and return one copy of this agreement.

We thank you once again for the opportunity to work with you on this project.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

Jason R. Arlow, AIA, LEED AP Director of Architecture, Vice President

Signature

Printed Name, Title

Date

Attachments: Standard Hourly Rates

ANDERSON, ECKSTEIN AND WESTRICK, INC. EXHIBIT "A" STANDARD HOURLY CHARGE RATES

EMPLOYEE CLASSIFICATION

HOURLY CHARGE RATE

PRINCIPAL	\$ 245.00
SENIOR PROJECT MANAGER	220.00
PROJECT MANAGER	205.00
SENIOR PROJECT ENGINEER II / SURVEYOR II / ARCHITECT II	198.00
SENIOR PROJECT ENGINEER I / SURVEYOR I / ARCHITECT I	190.00
PROJECT ENGINEER II / SURVEYOR II / ARCHITECT II	180.00
PROJECT ENGINEER I / SURVEYOR I / ARCHITECT I	170.00
GRADUATE ENGINEER II / SURVEYOR II / ARCHITECT II	155.00
GRADUATE ENGINEER I / SURVEYOR I / ARCHITECT I	148.00
SENIOR TEAM LEADER	170.00
TEAM LEADER	155.00
TECHNICIAN III	130.00
TECHNICIAN II	120.00
TECHNICIAN I	105.00
LANDSCAPE AND URBAN DESIGNER	155.00
GIS MANAGER	190.00
SENIOR GIS ANALYST	148.00
GIS ANALYST	130.00
GIS TECHNICIAN	120.00
ADMINISTRATIVE	80.00
SURVEY FIELD (3 PERSON CREW)	325.00
SURVEY FIELD (2 PERSON CREW)	275.00
SURVEY FIELD (1 PERSON CREW)	225.00
CONFINED SPACE ENTRY CREW	300.00
CONFINED SPACE ENTRY (EACH ADDITIONAL PERSON)	100.00
GPS SURVEY EQUIPMENT	125.00

LEGAL MATTERS BILLED AT 1.5 TIMES ABOVE RATES.

EFFECTIVE OCTOBER 2024 AND UPDATED ANNUALLY TO REFLECT CPI.