

January 23, 2023

Ian Wade
Capital Projects Manager
City of Aurora
Public Works/Engineering
720 N. Broadway St.
Aurora, IL 60505

Re: City of Aurora – Brine Building
Kluber, Inc. Proposal No. 230123.01

Dear Mr. Wade:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Project consists of the adding a stand-alone Brine Building to the new Public Works Facility site located at 2185 Liberty Street.

OVERVIEW OF PROJECT SCOPE

The Project consists of a stand along Brine Building of approximately 3,150 square feet as noted in the attached Exhibit A. The understanding is the current Public Works Facility permit and construction documents will be updated to include this building. The specifics as noted below:

1. Proposed shell construction: Precast walls and roof.
2. Size: Approximate footprint of 30' x 105' x 24' tall.
3. Floors: Sealed concrete with trench drain.
4. Roof: EPDM to match the main building, pitched to drain, gutter and downspouts (no internal drains).
5. HVAC: Electric heat for the brine room and bathroom.
6. Doors: 3 man doors and 3 overhead doors.
7. Water: 2" water service anticipated.
8. Sanitary: Triple basin separator anticipated and trench drain.
9. Electric: Indoor LED lighting and building mounted LED wall packs. General power receptacles. Power connections for Owner provided equipment (TBD and provided by Owner).
10. IT/Data: None.
11. Fire Suppression: TBD by code analysis and building department.
12. Assumption is documents will be added to the current permit (COMNEW2022-05289). RC Wegman (Construction Manager) will bid accordingly. Construction will track with the progress of the main building.
13. Construction of the facility will track with the overall Project.

INITIAL INFORMATION

- The program for the Project is to be verified by Kluber after conducting a meeting with the User of the space.
- The Owner's budget for the Cost of the Work is undetermined. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, furniture and equipment, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.
- The anticipated Project schedule is to be determined as mutually agreed.

- The intended Project delivery method is Construction Management. To be included as part of the new Public Works Facility project currently bidding and permit review
- The Owner's representative for the Project will be Ian Wade.
- Kluber, Inc.'s representative for the Project will be Chris Hansen.

The foregoing is based on our meeting email communications over the past few months.

BASIC SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Basic Services for the Project as set forth in the standardized *AIA B101 - 2017 Standard Form of Agreement between Owner and Architect*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Construction Document Phase:

- Perform code review as required for work related to Project scope of work.
- Develop technical specifications.
- Develop technical drawings.
- Review final documents with Owner prior to bidding.

Bidding Phase:

- Attend pre-bid meeting, if requested.
- Respond to contractor questions during bidding.
- Issue addenda (if required).
- Attend bid opening.
- Assist Construction Manager with contractor bid review evaluations.
- Update current permit documents for permit submission and respond to permit comments from the Authority Having Jurisdiction.

Construction Administration Phase:

- Prepare attend pre-construction meeting.
- Respond to Contractor questions.
- Review progress pay requests if requested.
- Perform site visits for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents with a maximum of four (4) visits.
- Perform up to two (2) reviews of each construction submittal.
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items.
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work.

ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above but may be required for the Project or specifically requested by City of Aurora. The list below indicates Additional Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

Additional Services:	Provided by:
Programming, or Validation of Owner's Project Program, as described below	Kluber
Existing Facilities:	
Survey of existing facility(ies) (<u>required</u> if Owner's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete, or otherwise inconsistent with actual existing conditions)	Not Provided
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2007)	Not Provided
Site Evaluation and Design:	
Site Evaluation and Planning (in accordance with AIA B203 – 2007)	Not Provided
Civil Engineering	Not Provided
Landscape Design	Not Provided
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Owner	Not Provided



Historic Preservation (in accordance with AIA B205 – 2007)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2007)	Not Provided
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2007)	Not Provided
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2007)	Not Provided
Engineered Systems:	
Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
Cost Control:	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
Architect's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives)	Not Provided
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Owner in AutoCAD .dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by Owner	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions)	Kluber
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided

COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for the lump sum fee noted below.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below.

Compensation for Basic and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

Basic Services:

Construction Documents Phase	\$26,350.00
Bidding/Negotiation Phase	\$1,725.00
Construction Administration Phase	\$4,650.00
Close-Out Phase	<u>\$1,725.00</u>

Sub-Total Services Fee:..... \$34,450.00

Estimated Reimbursable Expenses:..... \$350.00

Total Services Fee:..... \$34,800.00

Additional Services:

As requested At Hourly Rates listed below.

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$350.00.



Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2023):

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00
Project Coordinator.....	\$55.00

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.



TIMING

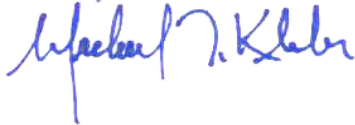
All services contemplated within this proposal shall be completed within the overall Project schedule for the Public Works facility after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on this proposal.

FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,



Michael T. Kluber, P.E.
President
Kluber, Inc.

Accepted (Signature)

Date

Jolene Coulter, Director of Purchasing
By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than City of Aurora.



57

