

September 1, 2023

Jason Bauer  
Assistant Director of Public Works  
Assistant City Engineer  
City of Aurora  
77 S. Broadway  
Aurora, IL 60605



RATIO DESIGN  
30 W MONROE ST  
SUITE 500  
CHICAGO, IL 60603

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Re: City of Aurora RiverEdge Park Phase II  
**Proposal 2: Architectural and Engineering Design Services**

Dear Jason:

RATIO is pleased to submit our Proposal for Program Verification and Concept Design to the City of Aurora for the RiverEdge Park Phase II. Upon completion of this phase and with a better understanding of the scope and budget we will provide a proposal for the remainder of our services.

## PROJECT SCOPE

We understand the City of Aurora has decided to expand their RiverEdge Park due to 5 years of continuously growing events and crowds. The planned expansion includes the following scope of work:

- Will Call Booth
  - Located near southwest pedestrian bridge entry to park
  - Square Footage estimated at 120 SF
  - Walkup Windows
- South Entry Gate
  - Entry Gate located near southwest pedestrian bridge entry to park
  - Square Footage estimated at 180 SF
  - Monumental – no enclosed structure
- Cold Storage / Restrooms / Facilities Office
  - Along N Broadway at east edge of site
  - Square footage estimated at 3000 SF
  - Refrigerated storage for packaged beverages/goods
  - Restrooms
    - Permanent public access restrooms for concert goers
  - Facility Offices
    - Small facilities office for management/money counting

**Design  
for  
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DENVER  
RALEIGH  
CHAMPAIGN, IL

- Potential VIP Seating on roof
  - No elevators
- Beverage Pavilion
  - Structure centrally located in park
  - “22-window in-the round” configuration
  - Approximately 900 SF with a 1300 SF roof
  - Will also need some cold storage/refrigeration for packaged goods
- CSO Building Expansion
  - Located north of event venue as an addition to the Existing CSO building
  - Square Footage of addition estimated at 3,000 SF
  - Dressing Rooms, Showers, Bathrooms, Offices, Storage
  - Potential for outdoor deck/roof structure for visiting artists
    - No elevators

Based on the scope we have estimated a construction budget of \$9,329,100 (nine million, three hundred twenty nine thousand, one hundred dollars).

## **PROJECT TEAM**

We have assembled the project team listed below.

- RATIO- Architecture, Interior Design and Landscape Architecture.
- Civil- David Mason
- Structural- David Mason
- MEP/FP- MEPIS
- IT/Security- SM&W
- Cost Estimate (Quantity 1)- CCS

## **DESIGN SERVICES**

Upon review and approval of Phase 1 Program Verification and Concept Design Services for the project RATIO will provide full A/E services under this Proposal. RATIO will provide full Architecture and Engineering services along with limited Landscape and Specialty Services as outlined in this proposal. As a team, we will provide basic design services for Design Development, Construction Document, Bidding/Permits, and Construction Administration project phases which will generally follow those described in the AIA B141 Document, Standard Form of Agreement Between Owner and Architect 2007 Edition, with some mutually agreed upon amendments and modifications.

### **Design Development (8 Weeks, 1 in-person meeting and 3 virtual meetings)**

Following approval of the Concept Phase documents and confirmation of the project scope, the RATIO team will incorporate minor adjustments to the Concept Phase Design and develop full Design Development Documents including draft project manual and specifications. Additionally a cost estimate will be provided by CCS.

### **Construction Documents (12 Weeks, 2 in-person meetings and 4 virtual meetings)**

Following approval of the Design Development documents, the RATIO Team will complete a full set of Construction Documents and Specifications to competitively Bid the project to selected General Contractors. Drawings and specifications will include all necessary Architectural, Limited Landscape, Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Limited Low-voltage systems (voice/data, security, communication, fire alarms)

### **Bid and Permitting's (8 Weeks, 1 on-site meetings and 2 virtual meetings)**

RATIO will submit all necessary information to the City for permitting and will coordinate with all City authorities to ensure that the project avoids any unnecessary delays due to the permitting process. Additionally, during the bidding phase RATIO will participate in an on-site pre-bid meeting and walkthrough with prospective bidders, collect questions and submit responses and clarifications via Addendum. Once bids are received, RATIO will assist in evaluating bids.

### **Construction Administration (24 Weeks, 8 on-site OAC meetings and 8 virtual meetings)**

During construction, the RATIO team will attend on-site or virtual meetings with Owner/Architect/Contract including an initial preconstruction meeting at the start of the project and one final punch list review following substantial completion. On-site OAC meetings will be followed by written construction progress reports. RATIO consultants attending meeting are as per there signed proposals. Additionally, RATIO will review Shop Drawings, answer RFI's, provide a punchlist and facilitate project requests and change orders.

### **ASSUMPTIONS AND CLARIFICATIONS**

- Site survey, including utility and topographic information will be provided by the owner.
- Existing construction documents will be provided by the owner.
- Environmental and Geotechnical reports will be provided by the owner.
- Refer to Consultant Proposals for additional clarifications on scope of services.
- 3d-laser scans of existing facilities can be provided under a separate proposal.
- Public engagement services, if required can be provided under a separate proposal.
- Entitlement services, if required, can be provided under a separate proposal.

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- Professional renderings can be provided under a separate proposal.
- Landscape work is limited to minor modifications adjacent to new work.
- LEED or any sustainable certifications can be provided under a separate proposal.
- Proposal considers one bid package; additional packages can be provided under a separate proposal.
- FF&E services can be provided under a separate proposal.
- If required, acoustic & AV services can be provided under a separate proposal.
- Specialty lighting can be provided under a separate proposal.

## COMPENSATION & SCHEDULE

Considering the project Scope, Design Services, and Schedule, we offer a lump sum fee of Eight Hundred Ninety Six Thousand Eight Hundred Fifty Dollars (\$896,850).

BASIC DESIGN SERVICES	DURATION	FEE
DESIGN DEVELOPMENT	2 MONTHS	\$216,425
CONSTRUCTION DOCUMENTS	3 MONTHS	\$377,430
BIDDING AND PERMITTING	2 MONTHS	\$43,285
CONTRACT ADMINISTRATION	6 MONTHS	\$259,710
<b>TOTAL</b>		<b>\$896,850</b>

BASIC SERVICES- FEE BY CONSULTANT	% OF FEE	FEE
ARCH/ LANDSCAPE- RATIO	64%	\$575,000
CIVIL- DAVID MASON	04%	\$35,000
STRUCTURAL- DAVID MASON	06%	\$51,000
MEP/FP- MEPIS	20%	\$181,800
IT - SM&W	02%	\$14,300

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<b>SECURITY- SM&amp;W</b>	01%	\$8,600
<b>Cost Estimating- CCS</b>	03%	\$31,150

RATIO will invoice monthly on a percentage complete basis.

**REIMBURSABLE EXPENSES**

Expenses attributable to your project are in addition to the compensation and will be invoiced as a Reimbursable Expense at 1.10 times the item’s cost. Expenses may include:

- A. Drawing Reproduction/Photographic Reproduction
- B. Copying
- C. Supplies
- D. Mailing/Express Mail
- E. Mileage/Lodging/Meals/Auto Rental/Travel per Diem
- F. Agency reviews and fees
- G. Other, approved, miscellaneous expenses

We estimate reimbursable expenses will not exceed **\$50,000**. We will only invoice for expenses incurred in the interest of the project and will provide backup receipts with our invoicing as required. Any monies remaining within this estimate at the completion of the project will revert to the Owner in full. If required, additional meetings and services will be billed at current hourly rates.

Please review this proposal, and if all is in order, return an executed original for our file, this proposal is valid for sixty (60) days from the date of issuance and, upon execution, will provide instruction to commence services while the AIA B141 Agreement is finalized. If you have any questions, do not hesitate to contact me directly. Thank you for considering RATIO for this exciting project.

All the best,

David Valaskovic, AIA  
Principal, Architecture  
RATIO States, LLC d/b/a RATIO States, PLLC

cc: [Contracts@RATIOdesign.com](mailto:Contracts@RATIOdesign.com), Erin C. Sánchez

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**AUTHORIZATION TO PROCEED:**

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Printed Name, Title

Date

Company Name

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# **GENERAL TERMS AND CONDITIONS**

**STANDARD OF CARE:** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

**USE OF DOCUMENTS:** All documents prepared by the Architect pursuant to this Proposal are instruments of professional service intended for one-time use in the construction of this project. They are and shall remain the property of the Architect. Any reuse without written approval or adaptation by the Architect is prohibited.

**ACCESS TO THE SITE:** The Owner shall provide the Architect and the Architect's Consultants access to the project site before the Work commences and shall obligate the Contractor to provide the Architect and the Architect's Consultants access to the Work wherever it is in preparation or progress.

**HAZARDOUS MATERIALS:** Unless otherwise required in this Proposal, the Architect shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site.

**BETTERMENT (VALUE ADDED):** The Owner and the Architect acknowledge the "value-added" rule, often termed the "betterment" or "added first benefit" rule, namely, that the Architect shall not be liable for costs incurred by the Owner in correcting a negligent error or omission in design if the costs would have been incurred by the Owner anyway had the design been performed properly in the first place. The goal of compensatory damages is to place the parties in the same position they would have been in had no such negligent error or omission been committed; the goal is not to place the Owner in a better position at the expense of the Architect or to require the Owner to pay for the same Work twice.

**ASSIGNMENT:** Neither the Owner nor the Architect shall assign this Proposal without the prior written consent of the other, except that the Owner may assign this Proposal to a lender providing financing for the project if the lender agrees to assume the Owner's rights and obligations under this Proposal, including any payments due to the Architect by the Owner prior to the assignment.

**BILLING/PAYMENT:** Payments for services shall be made monthly in accordance with the Illinois Local Government Prompt Payment Act. It is understood and acknowledged that the Owner's obligations under this Proposal are not in any way conditioned upon obtaining financing or funding for any of the amounts payable hereunder.

**ADDITIONAL SERVICES:** Additional services are those performed beyond the identified Basic and Specialty Services. The Architect is happy to engage in these services and will invoice in either an hourly or lump sum fee arrangement. While the initial request for additional services may be received verbally, we require the Owner's written confirmation (email/letter), or preferably the signature on our Proposal identifying the additional services and compensation, before initiating the requested services. Services provided by the Architect on an hourly basis will be performed in accordance with the Architect's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and is available upon request.

**PROFESSIONAL LIABILITY INSURANCE:** The Architect shall maintain insurance as stated herein until the termination of this Proposal. If the project requires additional types and limits outside of what the Architect normally maintains, the Owner shall compensate the Architect as a reimbursable expense.

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In consideration of the project Scope, Design Services, and Compensation, the Architect will maintain insurance coverage for this project with the following limits:

**GENERAL LIABILITY**

\$1,000,000 each occurrence limit,  
\$2,000,000 aggregate

**WORKER'S COMPENSATION**

\$1,000,000 each accident,  
\$1,000,000 Disease Policy Limit

**AUTOMOBILE LIABILITY**

\$1,000,000 CSL each accident,  
\$1,000,000 for Hired and Non-Owned Liability

**PROFESSIONAL LIABILITY**

\$5,000,000 per claim,  
\$5,000,000 aggregate

**TERMINATION OR SUSPENSION:** If the Owner fails to make payments to the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Proposal. If the Architect elects to suspend services, the Architect shall give the Owner ten (10) days' written notice before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**FORCE MAJEURE:** Each party's performance under this Proposal shall be excused to the extent of and for the time such performance is delayed, interrupted, or prevented by an event of force majeure. As used within this Proposal, the term "force majeure" shall mean, by way of example, and not in limitation, fire, an act of God, governmental act, national emergency, strike, labor dispute, pandemic, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes beyond the Architect's or Owner's reasonable control. The Architect and Owner shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption, or prevention.

**LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that you agree to the fullest extent permitted by law to limit the liability of the Architect for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of the Architect shall not exceed the Architect's total fee for services rendered on this project. Such claims and causes included, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract, or warranty.

**CONSEQUENTIAL DAMAGES:** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Proposal. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Proposal.

**DISPUTE RESOLUTION & GOVERNING LAWS:** The parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

**ABANDONMENT:** If the project is abandoned, in part or in whole, payment on account of the services performed will be made upon presentation of a final accounting of services rendered and expenses incurred since the last paid invoice to the date of such action.

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**FEDERAL ENERGY EFFICIENCY PROGRAMS:** For publicly financed or partially financed projects (Federal, State, or local government), the Architect and its consultants may pursue the 179D Tax Deduction for Energy Efficient Buildings program. This is available to the “Designer” (available to those entities that “create(s) the technical specifications for a new building or addition.” “A person that merely installs, repairs, or maintains the property is not a designer.”). This requires a signature of the building owner and a brief confirmation visit by an engineer to the property as part of the allocation. The Architect expects the Owner to execute the required allocation letter(s) and allow our engineer the brief access required. There is no associated additional fee/cost.