

June 4, 2024

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

RATIODESIGN.COM

Re: City of Aurora RiverEdge Park Phase II
Proposal 3: Scope Change for Architectural and Engineering Design Services

Dear Jason:

RATIO is pleased to submit our Proposal for Scope Changes for Architectural and Engineering Design Services for the RiverEdge Park Phase II project.

PROJECT SCOPE

Below is a summary of changes in scope, RATIO has provided a side-by-side comparison including the estimated construction cost.

Program	Proposal 1&2		Proposal 3		% Increase
Will Call Booth	120	SF	1,034	SF	861.7%
South Entry Gate	180	SF	8,322	SF	4623.3%
Restrooms	3,000	SF	2,433	SF	81.1%
Beverage Pavilion and Structured Roof Seating	900	SF	2,663	SF	295.9%
CSO Expansion	3,000	SF	9,920	SF	330.7%
Total	7,200	SF	24,372	SF	338.5%

Cost Estimate	Proposal 1&2	SD- Cost Est.	
Total	\$9,329,100	\$16,593,000	177.9%

PROJECT TEAM

As identified in Proposal 1 & 2 (Attached as Exhibits)
+ Kitchen Consultant – Olympus Culinary Solutions

DESIGN SERVICES

As identified in Proposal 1 & 2 (Attached as Exhibits)
+ Draft kitchen design for the beverage pavilion.

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for
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DENVER
RALEIGH
CHAMPAIGN, IL

ASSUMPTIONS AND CLARIFICATIONS

- Refer to Exhibit Proposals 1 & 2 attached to proposal.
- 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.
- 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 will be provided through a lighting vendor at no cost.

COMPENSATION

Considering the revisions to the project Scope, Design Services, and Schedule, for Proposal 3, RATIO offers a lump sum fee of Three-Hundred Forty Eight Thousand, Three-Hundred Dollars (\$348,300). Below is a summary of Fees to Date including this proposal:

Fee Summary	Fee
Proposal 1 - PO 301491	\$48,800
Proposal 2 - PO 301824	\$946,850
Credit- CCS Cost Estimating (Proposals 1&2)	(\$38,150)
Proposal 3 - Scope Change 1	\$348,300
Design Scope Total	\$1,305,800
Contingency	\$80,000
Reimbursables - Not to Exceed \$50,000	\$50,000
Project Total	\$1,435,800

DESIGN SERVICES	DURATION	FEE
DESIGN DEVELOPMENT	2 MONTHS	\$90,200
CONSTRUCTION DOCUMENTS	3 MONTHS	\$95,600
EARLY BID PACKAGE	0 MONTHS	\$25,000
BIDDING AND PERMITTING	2 MONTHS	\$44,900
CONTRACT ADMINISTRATION	6 MONTHS	\$92,600
TOTAL		\$348,300

FEE BY CONSULTANT	% OF FEE	FEE
ARCHITECTURE- RATIO	60%	\$210,000
CIVIL- DAVID MASON	11%	\$38,000
STRUCTURAL- DAVID MASON	23%	\$78,000
MEP/FP- MEPIS	4%	\$14,200
KITCHEN DESIGN - OLYMPUS	2%	\$8,100

RATIO will invoice monthly on a percentage complete basis.

REIMBURSABLE EXPENSES

Expenses are per Proposal 1 & 2

TERMS AND CONDITIONS

Are per Proposal 1 & 2

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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,



Scott Sarver, AIA
Principal, Architecture
RATIO States, LLC d/b/a RATIO States, PLLC

cc: Contracts@RATIOdesign.com, Erin C. Sánchez

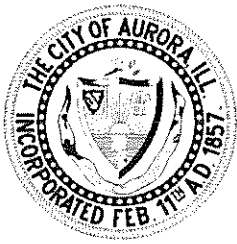
AUTHORIZATION TO PROCEED:

Printed Name, Title
Company Name

Date

EXHIBIT 1 : EXECUTED PROPOSALS 1 & 2

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CITY OF AURORA

PURCHASING DIVISION OF FINANCE DEPARTMENT
44 E. DOWNER PLACE, P.O. BOX 2067
AURORA, ILLINOIS 60507-2067

PHONE (630) 256-3550
FAX (630) 256-3559

PURCHASE ORDER

301491

DATED: 08/08/2023

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RATIO ARCHITECTS INC
30 WEST MONROE STREET
SUITE 500
CHICAGO, IL 60603

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CITY OF AURORA
PUBLIC WORKS ADMIN.
77 S. BROADWAY
2ND FLOOR
AURORA, IL 60505

INVOICES NOT DIRECTED TO PURCHASING WILL DELAY PAYMENT

ORDER SUBJECT TO TERMS AND CONDITIONS

REQUISITION #	REQUISITION DATE	TERMS	DATE REQUIRED	IL TAX EXEMPTION #	
0000157437	08/02/2023	NET	08/02/2023	E9996-0842-07	
ACCOUNT #	CUSTOMER ACCT #	CONTRACT #	PROJECT #	FEIN	
354-4440-451-7343			A062	36-6005778	
LINE #	QUANTITY	UOM	ITEM NUMBER AND DESCRIPTION	UNIT COST	EXTENDED COST

1	48,800.00	NA	RIVER EDGE PARK PHASE II PROGRAM VERIFICATION AND CONCEPT DESIGN PROPOSAL DATED JULY 17, 2023 PER RFQ 23-35	1.0000	48,800.00
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TOTAL AMOUNT: \$48,800.00

DIRECTOR OF PURCHASING

Jolene Coulter

THE CITY OF AURORA REQUIRES THAT ALL CITY PURCHASES BE PREAUTHORIZED BY THE ISSUANCE OF PURCHASE ORDERS. IF A VENDOR DELIVERS ANY MERCHANDISE WITHOUT VALID PURCHASE ORDER, NO LIABILITY EXISTS FOR THE CITY OF AURORA. OUR PURCHASE ORDER NUMBER SHOULD BE REFLECTED ON YOUR INVOICE.

~~August 8, 2023~~ July 11, 2023

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



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Re: City of Aurora RiverEdge Park Phase II
Proposal 1: Program Verification and Concept Design

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

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- 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).

DESIGN SERVICES

RATIO will provide Program Verification and Concept Design Services for the project scope as outlined in this proposal. Our design services include a limited team of MEPIS and CCS. MEPIS will provide mechanical/electrical/plumbing engineering consulting while CCS will provide a Conceptual Cost Estimate.

Phase 1- Program Verification and Concept Design (4 Weeks, 1 site visit/workshop, 2-3 additional virtual meetings)

RATIO will work with the client in fine tuning the program to better understand the projects' users' needs and requirements. We will hold a project kickoff meeting and workshop where a few key members of our team visit the site to review the existing layout and meet the City's project team. We will hold a workshop to get quick feedback on initial considerations and inform project direction. Upon completion of verification of the program we will provide 2-3 concept studies, of which the client will select one for further advancement in Phase 2 – Cost Estimating.

Deliverable:

11x17 Booklet containing the following information.

- Area and Program Summary
- Site Plan
- Concept Plans and Elevations
- Sketchup Aerial Perspective

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- o Architecture and MEP/FP Narrative

Phase 2- Cost Estimate (4 Weeks, 2 Virtual Meetings)

Upon completion of the Program Verification and Concept Design Phase CCS will prepare a Concept Cost Estimate. If desired, a revised estimate can be provided incorporating comments to provide a final estimate with 1 additional week's time.

Deliverable:

8 ½" x 11" Booklet containing the following information:

- o One Conceptual Cost Estimate will be provided for all trades in the Unifomat Systems Format.

Information Provided by Client

Before the start of work RATIO requests the following information:

- o Survey of proposed work area including utility and topography information.
- o Construction documents of existing buildings and infrastructure.
- o Previous studies or miscellaneous information.

COMPENSATION & SCHEDULE

Considering the project Scope, Design Services, and Schedule, we offer a lump sum fee of Forty-Eight Thousand and Eight Hundred Dollars (\$48,800).

BASIC DESIGN SERVICES	DURATION	FEE
CONCEPT DESIGN	2 Months	\$48,800
TOTAL		\$48,800

FEE BY DISCIPLINE	% OF FEE	FEE
ARCHITECTURE- RATIO	58%	\$28,300
MEP/FP- MEPIS	28%	\$13,500
CCS- Cost Estimating	14%	\$7,000

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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 **\$1,200.00**. 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.

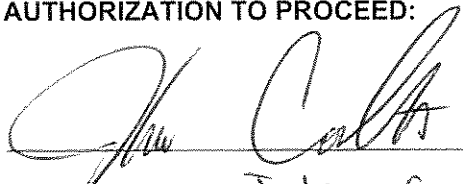
Please review this proposal, and if all is in order, return an executed original for our file, this proposal is valid for sixty (60) days from the date of issuance and, upon execution, will provide instruction to commence services while the Agreement is finalized. If you have any questions, do not hesitate 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, Erin C. Sánchez

AUTHORIZATION TO PROCEED:


 Printed Name, Title Jolene Coulter Date 8-8-2023
 Company Name Director of Purchasing
City of Aurora

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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 in accordance with eth Illinois Local Government Prompt Payment Act, monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1.5%) per month, accrued, or the legal rate prevailing from time to time at the principal place of business of the Architect, whichever is greater. 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.

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 ~~seven-ten (7,10)~~ 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: ~~Any claim, dispute, or other matter arising out of or related to this Proposal shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter by mediation or by binding dispute resolution. If the parties do not resolve a dispute through mediation, the method of binding~~

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dispute resolution shall be Private Judge Litigation. 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 it 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.

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.

GOVERNING LAWS: This Proposal shall be governed by the law of the principal place of business of the Architect, excluding that jurisdiction's choice-of-law rules.



CITY OF AURORA

PURCHASING DIVISION OF FINANCE DEPARTMENT

44 E. DOWNER PLACE, P.O. BOX 2067
AURORA, ILLINOIS 60507-2067

PHONE (630) 256-3550
FAX (630) 256-3559

PURCHASE ORDER

301824

DATED: 10/06/2023

11033

V
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RATIO STATES LLC
101 S PENNSYLVANIA STREET
INDIANAPOLIS, IN 46204

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CITY OF AURORA
ENGINEERING
77 S BROADWAY
2ND FLOOR
AURORA, IL 60507-2067

INVOICES NOT DIRECTED TO PURCHASING WILL DELAY PAYMENT

ORDER SUBJECT TO TERMS AND CONDITIONS

REQUISITION #	REQUISITION DATE	TERMS	DATE REQUIRED	IL TAX EXEMPTION #	
0000157855	10/06/2023	NET	12/31/2024	E9996-0842-07	
ACCOUNT #	CUSTOMER ACCT #	CONTRACT #	PROJECT #	FEIN	
354-4440-451-7343			A062	36-6005778	
LINE #	QUANTITY	UOM	ITEM NUMBER AND DESCRIPTION	UNIT COST	EXTENDED COST

1	946,850.00	EA	RIVEREDGE PARK PHASE II EXPANSION ARCHITECTURAL AND DESIGN SERVICES *** PER RFQ 23-35 *** Per Resolution 23-289 passed September 26, 2023 ** Not to exceed 946,850. Includes \$50,000 in reimbursable expenses.	1.0000	946,850.00
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TOTAL AMOUNT: \$946,850.00

DIRECTOR OF PURCHASING

Jolene Coulter

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September 1, 2023

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



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SUITE 500
CHICAGO IL 60603
RATIODESIGN.COM

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
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 - Facility Offices
 - Small facilities office for management/money counting

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INDIANAPOLIS
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RALEIGH
CHAMPAIGN, IL

- Potential VIP Seating on roof
 - No elevators
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- 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.

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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.
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- 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
TOTAL		\$896,850

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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SECURITY- SM&W	01%	\$8,600
Cost Estimating- CCS	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.

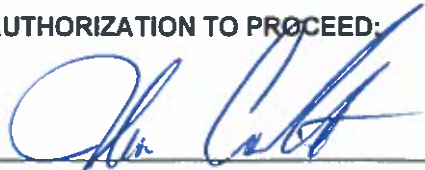
All the best,

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

cc: Contracts@RATIOdesign.com, Erin C. Sánchez

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AUTHORIZATION TO PROCEED:

 10-03-2023
Printed Name, Title Jolene Coulter, Date
Company Name Director of Purchasing
City of Aurora

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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.