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# **KUENY** ARCHITECTS

October 25, 2019

Ken Schroth Director of Public Works Ian Wade Capital Projects Manager City of Aurora 77 S. Broadway, 2<sup>nd</sup> Floor Aurora, Illinois 60507

Re: City of Aurora – New Public Works Facility Kluber, Inc. Proposal No. 190807.01

Dear Mr. Schroth & Mr. Wade:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. Our team of Kluber, Inc. ("Architect") and Kueny Architects, LLC. ("Consultant") will be performing the professional services necessary to construct Aurora's new consolidated public works facility.

# **OVERVIEW OF PROJECT SCOPE**

We (Kluber, Inc and Kueny, LLC.) understand that the project consists of the design of a new consolidated public works facility, approximately 195,000 square feet in size (See Exhibit 'A'). This facility will be built on a 25-acre parcel of land located off Liberty Street. Several departments would be consolidated into this 2-story office and fleet building. New fueling stations and a salt storage silo will also be included on the site. Owner plans to design and issue an early site package for the project. It is anticipated that the site work construction will begin ahead of general contractor being selected.

# **INITIAL INFORMATION**

- The final program for the Project is to be determined as part of the Basic Services for this project.
- Kluber and Kueny's preliminary assumption of the Cost of the Work for the building is approximately \$130-\$150 per square foot. 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, land acquisition and site development and outbuilding 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 for Schematic Design to be complete in March 2020, Design Development to be complete in May 2020, Owner's site bid package in June 2020, Building Construction Documents to be complete in August 2020, bid in September 2020, begin Construction of the building in November 2020.
- The intended Project delivery method is a single contract for General Construction; single bid package for the building. The Owner will issue a separate site package development bid, which will include the outbuildings.
- The Owner's representative for the Project will be Ken Schroth and Ian Wade.
- Kluber, Inc.'s representative for the Project will be Chris Hansen.
- Kueny Architects, LLC's representative for the Project will be Jon Wallenkamp.

The foregoing is based on Aurora's RFQ #19-56 including Addendum 1, our interviews and discussions with you for this project.

Kueny Architects 10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 262.857.8101 Kluber - Batavia Office 10 South Shumway Avenue Batavia, Illinois 60510 630.406.1213 Kluber - Chicago Office 222 S. Riverside Plaza, Suite 1500 Chicago, Illinois 60606 312.667.5670 Kluber - Bloomington Office 2401 E. Washington Street, Suite 200-B2 Bloomington, Illinois 61704 309.430.6460

# **BASIC SERVICES**

Kluber, Inc. and Kueny Architects, LLC. propose 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. A formal AIA B101-2017 Agreement will be executed between the City of Aurora and Kluber. Kluber will execute an *AIA C401-2017 Architect/Consultant Agreement* with Kueny.

# **ADDITIONAL SERVICES**

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

Supplemental Services	Provided by:	
§ 4.1.1.1 Programming (Included as part of Basic Services)	Architect Consultant	&
§ 4.1.1.2 Multiple preliminary designs (Included as part of Basic Services)	Architect Consultant	&
§ 4.1.1.3 Measured drawings	Not Provided	
§ 4.1.1.4 Existing facilities surveys	Not Provided	
§ 4.1.1.5 Site evaluation and planning	Not Provided	
<b>§ 4.1.1.6</b> Building Information Model management responsibilities (Included as part of Basic Services)	Architect Consultant	8
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided	-
§ 4.1.1.8 Civil engineering	Owner	
§ 4.1.1.9 Landscape design	Owner	
§ 4.1.1.10 Architectural interior design (See Below)	Architect	
§ 4.1.1.11 Value analysis	Not Provided	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided	_
<b>§ 4.1.1.13</b> On-site project representation (75 site visits during construction will be provided as part of Basic Services)	Not Provided	
§ 4.1.1.14 Conformed documents for construction	Not Provided	
§ 4.1.1.15 As-designed record drawings (Included as part of Basic Services)	Architect Consultant	8
§ 4.1.1.16 As-constructed record drawings	Not Provided	
§ 4.1.1.17 Post-occupancy evaluation	Not Provided	
§ 4.1.1.18 Facility support services	Not Provided	
§ 4.1.1.19 Tenant-related services	Not Provided	
<b>§ 4.1.1.20</b> Architect's coordination of the Owner's consultants (Included as part of Basic Services)	Architect Consultant	2
§ 4.1.1.21 Telecommunications/data design (See Below)	Architect Consultant	2
§ 4.1.1.22 Security evaluation and planning (See Below)	Architect Consultant	2
§ 4.1.1.23 Commissioning	Not Provided	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided	
§ 4.1.1.25 Fast-track design services	Not Provided	
§ 4.1.1.26 Multiple bid packages	Not Provided	
§ 4.1.1.27 Historic preservation	Not Provided	
§ 4.1.1.28 Furniture, furnishings, and equipment design (See Below)	Architect Consultant	2
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided	
§ 4.1.1.30 Other Supplemental Services	Not Provided	

§ 4.1.1.21 Technology Systems Design:

• Telecommunications and Data Systems: Design includes interior building communications wiring, AV

wiring, jack terminations, patch panels and associated MDF rack design and specifications up to the service demarcation point. Open communications conduits will be designed from the utility easement right-of-way to the building service point sufficient for Owner's vendor to run their incoming services for telephone, data and cable TV & WAN.

All other "Telecommunications, data and electronic or security equipment" will be provided by Owner. This
includes but is not limited to: routers, servers, switches, UPS units, phone systems and handsets,
security access systems, cable television, video surveillance systems, and multi-media audio/video
systems.

§ 4.1.1.22 Door access control and entry gate systems are included.

§ 4.1.1.10 Interior Design (Included as part of Basic Services):

- Assist owner with interior color selections for floors, walls and ceilings for the Office Area.
- Preparation of color boards for presentation to Owner/User.
- Preparation of Specifications, plans and schedules for bidding.
- Review of associated contractor shop drawings, product data and samples.

§ 4.1.1.28 Furniture, furnishings, and equipment design (Included as part of Basic Services):

- General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included as part of Basic Services.
- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
  - o Fixed lifts
  - o Pits
  - o Overhead crane
  - Lubrication and fluid equipment
  - o Wash bay equipment

# COMPENSATION

We propose to provide the Basic Services described above for a lump sum fee of One Million Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$1,825,000.00).

We propose 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:	
Schematic Design Phase	\$273,750.00
Design Development Phase	
Construction Documents Phase	\$730,000.00
Bidding/Negotiation Phase	
Construction Administration Phase	
Closeout Phase	
Total Basic Services Fee:	\$1,825,000.00



Additional Services:

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 \$15,000.00.

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 (2019):

Kluber Architects + Engineers Staff	Hourly Rate
Principal	\$225.00
Project Manager	
Project Mechanical Engineer III	
Project Mechanical Engineer II	\$140.00
Project Mechanical Engineer I	
Project Electrical Engineer III	
Project Electrical Engineer II	
Project Electrical Engineer I	
Project Structural Engineer III	
Project Structural Engineer II	
Project Structural Engineer I	
Project Technologist	
Project Architect III	
Project Architect II	
Project Architect I	
Interior Designer III	
Interior Designer II	
Interior Designer I	
Construction Observer	
Senior Project Coordinator	
Project Coordinator	
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Kueny Architects Staff	Hourly Rate
Principal	\$135.00
Project Manager	\$125.00
Project Architect	\$100.00
Senior Project Coordinator	\$90.00

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,



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 insurance limits. 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 30 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above.

#### **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.

We appreciate the interest expressed in our firms and we look forward to serving your needs in the future.

Sincerely,

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

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Accepted (Signature)

Date

By (printed name and title)

Jon P. Wallenkamp, AIA, ALA, NCARB Partner Kueny Architects, LLC.

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



# Exhibit 'A'

