



EXHIBIT A

MEMORANDUM OF UNDERSTANDING

June 7, 2022

Mr. Josh Aurand
Chief School Business Official
Harlem School District 122
8605 North Second Street
Machesney Park, IL 61115

Project: Memo of Understanding for Harlem School District 122
Harlem High School Career & Technical Education Program Addition &
Remodeling Project

Dear Mr. Aurand

Harlem School District 122 (the Owner) hereby authorizes DLA Architects, Ltd. (the Architect) to provide Professional Services for the Project identified herein, which Professional Services shall be subject to all terms and conditions of the Master Agreement AIA B101 – 2007, Between the Board of Education Harlem School District 122 and DLA Architects, LTD., dated Nov. 4, 2009 and renewed by the Board of Education on Nov. 17, 2014 (the “Agreement”), unless specifically provided otherwise in this Memorandum of Understanding. Wherever the term “Contractor” appears in the B101 Agreement, it shall mean for purposes of this Project the Construction Manager at Risk, also referred to herein as Construction Manager or Construction Manager as Constructor.

Location / Description of Project:

- Location: Harlem High School, Machesney Park, IL
- Description of Project: See description under Owner’s Program section.

Owner’s Project Representatives:

- Dr. Terrell Yarbrough, Superintendent
- Mr. Josh Aurand, Chief School Business Official

Owner's Program:

The Owner's current Program includes the proposed design of a 26,500 SF addition which includes a Welding & Fabrication Lab, an Automotive Lab, a Manufacturing & Construction Lab, a Learning Stair, Classrooms and Support Spaces. Also included is the remodeling of existing spaces to create a Culinary Arts Lab, and to renovate existing CTE program spaces to better support the curriculum and create a 21st Century Learning Environment as outlined in the *Education Program, A Summary of Educational Visioning Sessions* and as noted below under the Project Budget section.

Scope of Basic Services, Including Consultant Services to be provided by Architect:

The Scope of Architectural Services will include Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration Services.

The Consulting Services provided by the Architect as part of Basic Services include Civil, Structural, Mechanical, Electrical, Plumbing and Fire Protection Engineering Services. All other consulting services required by the Owner to be provided by the Architect shall be considered Supplemental Services.

Architect's Consultants:

- Civil Engineering: Arc Design Resources, Inc.
- Structural Engineer: Pease Borst & Associates, LLC
- Mechanical, Electrical, Plumbing & Fire Protection Engineer: Mechanical Services Associates Corp.

Architect's Compensation:

The Architect shall be compensated for Basic Services for a fee of 9% of the Cost of the Work including design alternates (the "Cost of the Work") as defined in Article 6 of the B101 Contract. This fee is assuming that the District will be utilizing the "Construction Manager as Constructor without a Guaranteed Maximum Price" delivery method.

Supplemental and Reimbursable Services:

This proposal does not include reimbursable expenses such as printing, renderings, postage, presentation boards, etc. or additional services such as:

- Reimbursable expenses in accordance with Article 11.8
- Field verification of existing facility, or portions, if "as-built" drawings are not available
- All Permitting except for permitting by ROE
- Civil engineering services related to zoning meetings and documents, site surveys and storm water analysis and permitting and Village permitting
- Landscape & playground design services
- Furniture selection
- Audio / Visual system design
- Security System Design / Security Consultant (camera, intrusion detection)

- Site Survey
- Zoning meetings and documents, site surveys and storm water analysis and permitting
- Environmental Consultant Coordination
- LEED services, special governmental / public outreach meetings and approvals
- Animation or Virtual Reality Animation of the Conceptual Design
- Re-drawing and Re-bidding due to value engineering services if bids received are substantially higher than the Construction Managers' estimate
- Acoustical Design
- Kitchen Consultant

Reimbursable Consultants

- Acoustical Consultant: \$30,000 estimated
- Kitchen Design Consultant: \$30,000 estimated

Project Budget:

The costs outlined below is the Architect's Opinion of Probable Cost based on the Program. The budget for the Cost of the Work shall be established upon the completion of the Design Development Phase, which shall occur after the Owner's approval of Design Development Documents and the adjusted estimate of the Cost of the Work, as **provided by the Construction Manager**.

Architect's Opinion of Probable Cost based on the Program

New Construction - Addition	<u>Area</u>	<u>Cost/SF</u>	<u>Total</u>
CTE Learning Stair, Manufacturing & Engineering Trades Labs, Support Spaces & Wellness Clinic	26,520	\$350	\$9,282,000
Renovation			
Science, Math & Wellness			
Health Science Learning Lab	1,420	\$225	\$319,500
Athletic Training Room	1,300	\$225	\$292,500
Human & Public Services			
Early Childhood Learning Lab	1,620	\$225	\$364,500
Early Childhood Playground			\$75,000
Hospitality Food & Beverage Service			
Culinary Arts Lab (Commercial Kitchen)	1,940	\$225	\$436,500
Arts, Communications & Humanities			
Communications Studio & Editing	1,850	\$225	\$416,250
Business & Information Technology			
Business Incubator Lab	<u>1,330</u>	\$225	\$299,250
Renovation Subtotal	9,460		\$2,203,500
Specialty Equipment			

Commercial Culinary Lab		\$316,000
Welding & Fabrication		\$250,000
Automotive		\$250,000
Equipment Contingency	5%	<u>\$40,800</u>
Equipment Subtotal		\$856,800
Total Construction Cost Subtotal		<u>\$12,342,300</u>

Estimated Soft Costs

Architect & Engineering Fees	9%	\$1,110,807
Specialty Consultants		\$60,000
Construction Manager Fees	4%	\$493,692
Misc. Furniture & Equipment (FF&E)		\$250,000
Other Soft Costs (Soil Borings, Construction Testing etc.)	2%	<u>\$246,800</u>
Subtotal Soft Costs		\$2,161,299
Project Contingency	5%	\$725,180
Total Project Cost		\$15,228,779

Project Schedule:

The schedule for The Harlem High School CTE Addition and Remodeling Project shall be determined by the Construction Manager at the completion of the Design Development Phase of Services. Upon approval of this MOU, DLA Architects and our consultants will begin the Schematic Design Phase of Services.

Site Observation:

The Architect shall visit the site in accordance with Articles 3.6.2 and 4.3.3 on an average of **one** visit per week during major construction activities.

If the District desires, Additional Enhanced Construction Administration Services may be requested under a separate written Additional Service Authorization at the Owner's option. Additional Service Authorizations shall be authorized in a writing executed by the Owner and the Architect before the performance of any Additional Service. This Additional Service may include additional site visits and construction related coordination during the Construction phase of the Project. The services may include the following duties:

- On an average of 2-3 site visits week when Work is being performed
- Advise Owner with Construction related issues
- Coordinate with General Contractor for schedule concerns and material orders

Completion of Architect's Services:

If the Construction Phase Services required for the Project have not been completed within sixty (60) days of the date of Substantial Completion through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as an Additional Service.

Architect's Hourly Rate Schedule:

Category	Rate
Senior Principal	\$220.00
Principal	\$205.00
Director	\$180.00
Senior Project Manager	\$175.00
Senior Architect	\$150.00
Architect / Project Manager	\$135.00
Apprentice Architect	\$115.00
Senior Project Technician	\$105.00
Project Technician	\$90.00
Senior Designer	\$145.00
Designer	\$125.00
Senior Interior Designer	\$135.00
Interior Designer	\$125.00
Computer Graphics Manager	\$140.00
Senior Administration	\$130.00
Administration	\$85.00

This Proposal sets forth the Basic Services to be provided by DLA. This Memorandum of Understanding and the Standard Form of Agreement Between Owner and Architect, AIA B101 – 2007, Between the Board of Education Harlem School District 122 and DLA Architects, LTD., dated Nov. 4, 2009 and renewed by the Board of Education on Nov. 17, 2014 (the "Agreement"), shall constitute the entire agreement between the parties with respect to the Project identified in the Project Scope of Services above. The Project Scope of Services identified herein shall be inserted into Section 1.1 of the Agreement. Additionally, the compensation set forth herein shall be inserted into Section 11.1 of the Agreement.

This Proposal does not include reimbursable expenses and associated permitting, and printing costs, postage, presentation boards, etc. which will be billed on a consumption basis, per Section 11.8.2 of the Agreement. Billing will be on a monthly basis. All designs produced by DLA Architects, Ltd. remain the property of DLA Architects, Ltd. and shall not be reproduced or replicated without prior written agreement of DLA Architects, Ltd.

Mr. Aurand
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Please sign and return one copy of this memorandum as acknowledgement that our perception of the project is in agreement with the District's wishes.

Sincerely



Tracy Biederstadt, NCARB, LEED® AP BD+C
Associate Principal, Architect

c: Steve Wright, DLA Architects
Lou Noto, DLA Architects

ACCEPTANCE OF MEMORANDUM

Authorized Agent: _____
Name Date

Please return one signed copy of Memo at your earliest convenience, thank you.

**Terms and conditions of the Agreement and this Memorandum of Understanding shall not be disclosed, or allowed to be disclosed, to any third party, school district, architectural firm, legal firm, or private citizen unless through compliance with the Freedom of Information Act without the express written consent of DLA Architects, Ltd. Thanks for your cooperation in this matter.