



**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING**

July 5, 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  
Rock Cut Elementary School Gymnasium Addition  
2022.051

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: Rock Cut Elementary School
- Description of Project: Elementary School Gymnasium Addition

**Owner’s Project Representatives:**

- Dr. Terrell Yarbrough, Superintendent
- Mr. Josh Aurand, Chief School Business Official
- Mr. Mike Chandler, Director of Operations

**Owner's Program:**

The Owner's current Program includes the proposed design of an elementary school sized gymnasium addition.

**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
- 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

**Project Budget:**

The costs outlined below is the Architect's Opinion of Probable Cost based on the District total project budget of \$2,262,000. 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**

	<u>Area</u>	<u>Cost/SF</u>	<u>Total</u>
Gymnasium Addition	5,700 SF	\$325	\$1,852,500
Project Contingency		5%	\$92,625
A&E fees		9%	\$166,725
Soft Costs		4%	\$74,100
CM Fees		4%	<u>\$74,100</u>
Total Project Cost			\$2,260,050

**Project Schedule:**

The schedule for the Rock Cut Elementary School Gymnasium Addition 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.

**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:**

<b>Category</b>	<b>Rate</b>
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  
Rock Cut Gym Addition MOU  
Page 5  
July 5, 2022

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.