

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

December 7, 2020

Mr. Josh Aurand Assistant Superintendent for Business and Operations Harlem Administration Center 8605 North Second Street Machesney Park, IL 61115

Re: Memorandum of Understanding for the Harlem SD 122 2021 Projects 2020.108 2021 Boiler & Fire Alarm System Improvements at Marquette School 2020.109 2021 Pavement Improvement Project Architect: DLA Architects, Ltd.

Harlem Consolidated School District 122 herby authorizes 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 B101 dated November 4, 2009, unless specifically provided otherwise in this Memorandum of Understanding.

Location / Description of Projects:

1. 2020.109 - 2021 Pavement Improvement Project

Harlem Transportation Building - Mill existing, correct drainage issues and repave area East of concrete pad / gas pump area. Replace existing fencing along Roosevelt Rd. with ornamental fencing.

Donald C. Parker Early Childhood Center - Mill existing playground pavement and replace with new asphalt

Ralston Elementary School - Mill existing and repave walking path.

Project Cost estimate: \$258,000

The painting of the Bus Barn will be a separate bid from the pavement work and is estimated at a cost of \$41,000, not including specialty logo graphics.

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2. <u>2020.108 - 2021 Boiler & Fire Alarm System Improvements at Marquette School</u> The scope of work will include the fire alarm replacement, boiler and circulation pump replacement, and unit vent controls upgrades. Project Cost estimate is \$607,000.

Scope of Services, Including Consulting 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 include Civil, Engineering Services.

Architect's Consultants:

- Civil Engineer: Arc Design Resources, Inc.
- MEP Engineer: Mechanical Services Associates Corp.

Architect's Compensation:

The Architect shall be compensated for Basic Services for a fee based on the lowest competitively bid total construction cost including the value of design alternates, as follows:

2021 Boiler & Fire Alarm System Improvements at Marquette School = 9.75% 2021 Pavement Improvement Project = 10%

Reimbursable Expenses allowed under the Master Agreement are not included in the fee set forth herein.

Reimbursable Consultants

None

Project Schedule:

Project Bid Period: end of March 2021 Commencement of Construction shall be early June 2021 Substantial Completion shall be achieved by mid-August 2021

Owner's Project Representative:

Mr. Josh Aurand, Assistant Superintendent for Business and Operations Mr. Mike Chandler, Director of Operations

Owner's Consultants:

- Land Surveyor
- Geotechnical Engineer (i.e. soil borings or pavement cores)
- Environmental Consultant (if applicable)
- Construction Testing Agency

Additional Services:

Any additional services incurred in connection with this project are in addition to the fee set forth above. Examples of additional services may include, but are not limited to, the following:

- Design of specialty District logo graphics for Bus Barn
- Reimbursable expenses in accordance with Article 11.8
- All Permitting except for permitting by ROE
- Alternate design options or additional programming not noted in this MOU
- Landscape design services
- Survey of existing facilities or record drawings
- Zoning meetings and documents, site surveys and storm water analysis and permitting
- Governmental/public outreach meetings
- Multiple phased bid packages negotiated separately

Site Observation:

The Architect shall visit the site in accordance with Article 3.6.2.1 on an average of one visit per week during major construction activities.

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

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Designer	\$125.00
Senior Interior Designer	\$135.00
Interior Designer	\$125.00
Computer Graphics Manager	\$140.00
Senior Administration	\$130.00
Administration	\$85.00

^{*}These hourly rates will remain constant thru the end of the year and may be adjusted annually thereafter.

This Proposal does not include reimbursable expenses, associated permitting, 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.

Our office looks forward to working on this project. If there is any modification necessary related to this memorandum, please let me know. Please sign and return one copy of this memorandum as acknowledgment that our understanding of the project corresponds with the District's wishes.

If you have any questions, please do not hesitate to give me a call.

Ciriocrory	
Tracy	Biederstatt
Tracy Bieders	stadt, NCARB, LEED AP BD+C
Sr. Project M	

Sincerely

ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING

Authorized Agent:	
Harlem Consolidated School District 122	 Date

^{**}Terms and conditions of the Master Agreement referenced above, or this Memorandum of Understanding shall not be disclosed, or allowed to be disclosed, to any

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third party, school district, architectural firm, law firm, or private citizen unless through compliance with the Freedom of Information Act without the express written consent of DLA Architects. Harlem School District 122 shall provide written notice of all Freedom of Information Act requests which seek production of the Master Agreement or any Memorandum of Understanding to DLA Architects within 3 business days of the request receipt. Thanks for your cooperation in this matter.

c Lou Noto, DLA Architects, Ltd. Steve Wright, DLA Architects, Ltd.