

AGREEMENT FOR ARCHITECTURAL/CONSULTING SERVICES

THIS AGREEMENT is made this ____ day of November, 2016 (hereinafter referred to as the "Effective Date"), by and between DLR Group, Inc. (hereinafter referred to as "Consultant"), and the BOARD OF EDUCATION OF BARRINGTON COMMUNITY UNIT SCHOOL DISTRICT NO. 220, LAKE, COOK, McHENRY and KANE COUNTIES, ILLINOIS, (hereinafter referred to as the "Board"), as follows:

1. **Services.** Consultant agrees to provide the architectural and related consulting services, described herein and specified more fully in Appendix A hereto (the "Services"), under the direction of the Board's designees, Dr. Brian Harris and Tim Neubauer, both in Consultant's own offices and at designated locations within the School District, for the applicable period commencing January 1, 2017, and continuing through December 31, 2017, unless earlier terminated or extended as provided herein. The Board agrees to provide Consultant with such information and be responsible for the activities specified in Appendix A. All reports, materials, drawings, models, virtual reality programs, schematics, etc., created by Consultant pursuant to this Agreement, shall be the property of the Board. The Consultant's competitive advantage contained in proprietary methodologies, calculations, formulas and spreadsheets used within the above listed work product and scope of work shall be treated as confidential by the Board and may not be distributed or disseminated without prior written consent.

2. **Compensation.** For all Services duly rendered by Consultant during the term of this Agreement, the Board shall pay Consultant the fee specified in Appendix A. In general, such fees shall include Consultant's costs, if any, for telephone communications, postage and other expenses incurred by Consultant in connection with the provision of the Services. Reimbursable expenses for vehicle mileage, travel expenses (hotel/airfare, etc.) for tours and printing of materials may be billed separately as incurred and as outlined in Appendix A with

approval by the Board. The Board shall pay Consultant the agreed-upon compensation at monthly intervals, based upon the work performed each month against Consultant's schedule of values and following Consultant's provision of the Services and submission of a proper invoice to the Board documenting Consultant's rendering of the Services. Consultant shall be responsible for payment of all state and federal taxes in connection with its performance of the Services and receipt of compensation under this Agreement.

3. Relationship Between The Parties. Consultant is retained by the Board only for purposes and to the extent set forth in this Agreement, and nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Consultant shall be deemed at all times to be independent contractor and neither party has the authority to bind the other to any third person or to otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

4. Access. Consultant shall have access to such facilities, equipment and personnel of the School District which are necessary for the performance of any Services hereunder and only upon the permission of the Board or its designee.

5. Indemnification. Consultant does hereby indemnify and hold harmless the Board, its members, employees and agents from and against all claims, including reasonable attorney's fees, arising out of or in any way connected with the willful misconduct, negligent act, error or omission of Consultant.

6. Insurance. Consultant shall insure against all losses and damages which are the result of, the fault or negligence of Consultant or its subconsultants in the carrying out of the Services including professional liability and automobile liability. Consultant will, if requested, produce a certificate of insurance showing that the necessary coverage is currently in force, and

will also give the Board thirty (30) days written notice before the required insurance can be altered or cancelled.

7. Notice. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Board, to:

Barrington Community Unit School District No. 220
310 E. James Street
Barrington, IL 60010
Attention: Dr. Brian Harris, Superintendent of Schools

If to the Consultant, to:

DLR Group, Inc.
333 W. Wacker Drive
Suite 400
Chicago, IL 60606
Attention: _____

8. Termination and Extension. This Agreement may be terminated at any time, for any reason, by mutual agreement of the parties or by the Board by giving thirty (30) days written notice by certified mail to Consultant. If the Agreement is terminated, Consultant shall be paid for all services and expenses earned and incurred through the effective date of termination. Negotiations for an extension of this Agreement or for another professional services Agreement, may be initiated by the Board at any time in its sole discretion.

9. Entire Understanding. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

DLR GROUP, INC.

BOARD OF EDUCATION OF
BARRINGTON COMMUNITY UNIT
SCHOOL DISTRICT NO. 220,
LAKE, COOK, McHENRY and
KANE COUNTIES, ILLINOIS

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

By: _____

Its: _____

Date: _____

APPENDIX A

CONSULTING SERVICES

**See Attached Educational Facility Master Plan Process Proposal dated October 18, 2016,
incorporated herein**

[Insert additional terms and conditions, if applicable]

333 West Wacker Drive, Suite 400

Chicago, IL 60606

Educational Facility Master Plan Process Proposal

Barrington Community Unit School District 220

Revised October 18th, 2016

Definition: What is an Educational Facility Master Plan?

Historically speaking, master plans were developed in response to capital improvement needs and enrollment trends. While those two components are still foundational elements in planning today, the perspective captured in modern planning has broadened.

DLR Group facilitates Educational Facility Master Plans (EFMP); a holistic view of educational facilities and their very purpose develop into options that create lasting value. Barrington's vision, pedagogy, student experience, facilities educational readiness and environmental goals will also be integral to this EFMP. In short, the relative ability of your learning environments to support the evolution of teaching and learning already ongoing within the District must, in our opinion, be considered in order for an optimal plan to be developed.

Goals:

The list of goals will be developed in collaboration with District leadership. Furthermore, we will also define the framework that the Educational Facility Master Plan will respond within.

This framework will outline key parameters in two ways: "must have" and "cannot do". These parameters will help define what a successful plan must address. You may say that "the final EFMP cannot redraw district boundaries" or that "we must have a solution that supports staggered start times" or "affords us energy reductions of 50% in ten years." While very important to define, the parameters can also be too onerous and restrict options for innovation. We'll work together to ensure the right quantity and quality are itemized at the outset.

Collaborative Approach

Our role in this process is to generate and analyze information, share ideas, develop options and offer guidance in decision making. We believe that it is our responsibility to challenge you to think differently about your facilities and how they can help become assets to continued excellence in academics and operations

Engaged collaboration is critical in creating a reciprocally beneficial EFMP for the communities served by Barrington 220. Diverse voices giving input and collectively discovering opportunity, in our experience, ensures that plans are empathetic, meaningful and specific.

We believe in an engaged process where stakeholders from all areas of interest in the district can 1) develop a common understanding of the objectives, 2) proactively dialog and 3) collaborate to consider options available.

Communication

High Tech: Our process includes several mechanisms by which the community can learn about the EFMP and process milestones. We recommend that the District utilize existing channels of communication (Infinite Campus, Facebook, Twitter, Instagram, etc.) to amplify information.

High Touch: After meeting with District leadership, we'll collaboratively determine which community groups and stakeholders should be engaged at various points in the process. Early interaction tends to be a "temperature gauge" on general feelings that community groups feel about the District. After Phase 1 Deeper Understanding, community groups will have the first round of meaningful data to react to. During latter phases, community groups will be engaged to help refine and validate options through informal and formal feedback channels. The formal feedback usually are virtual, telephone and/or in person surveys. Some Districts elect to hire a consulting firm to scientifically poll the community in preparation for final plan adoption or potential bond funding.

Co-Labs

To engage your stakeholders, we will be hosting a series of collaborative and interactive workshop sessions that we call Co-Labs. Co-Lab activities will include: informational presentations, direct input, feedback and hands on activities.

With that in mind, we would like to propose three levels of leadership and stakeholder collaboration:

The Core Team

CT Knowledgeable in District practice and principles, this group will be empowered to help make intermediate determinations and provide input to the architectural and engineering team. They are charged to do so considering all perspectives and information presented with the best interest of the District and its vision in mind. The Core Team will also make recommendations to the Board of Education when appropriate. This group could include 8-14 members with diverse experience and roles and who are committed to the process. Core Team members should be available to meet at regular intervals as much as weekly once the process gets into the final stages.

Primary Users

PrU Administrators, Teachers and Students, as primary users, will be engaged in activities during our Co-lab (collaborative workshop sessions) designed to provide specific input and directly impact the direction of the plan. These groups can range in size but tend to be 24 or so. Students groups will likely meet separately. We will also separately survey all teachers and building administrators on thermal comfort and other IEQ related measures (see 3bii and 3biii below)

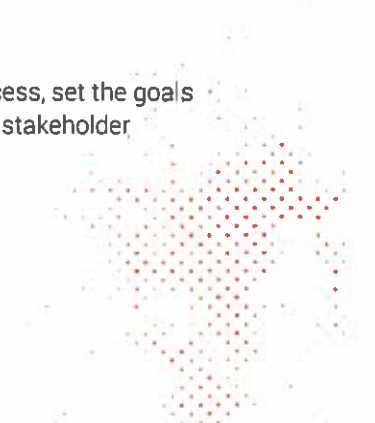
Barrington's School Community

Cm Comprised of parents, community members, interested civic and business partners will be invited to participate in Co-lab workshops designed both to educate them on the District's Vision and current conditions as well as seek vital input on the future opportunities. These meetings are ideally sized at less than 150 people, however, we can certainly make the necessary accommodations to location and input for larger groups if the needs arise.

EFMP Phases:

1 Deeper Understanding

- a. **Board Introduction: January 10th 2017**
This presentation will provide the board with an overview of the process and highlight community engagement.
- b. **Plan the Plan**
This kick off meeting with your administrative team will formally outline the process, set the goals and framework for the EFMP and start to assemble names for each of the three stakeholder groups. We will also outline major meeting dates.



c. Initial Understanding / Data transfer

We want to take time to understand existing data at hand (strategic planning, teacher surveys, instrumentation, condition reports, health life safety reports, existing drawings, ongoing committee work, etc.) so that the process is tailored to the excellence you've achieved. With that in mind, we may adjust the process outlined within this draft.

d. Demographics / Capacities

Utilizing a fresh Kasarda report and/or Forecast Five (should be commissioned by the District as soon as possible), we'll develop infographics of each campus with projected building level enrollment impacts and capacities. Note: The EFMP options will be developed with capacities in keeping with the Board policies on class size.

- i. Program data modeling is an important tool when considering high school and more advanced space requirements coupled with choice. To start, we'll capture raw data from the high school and input courses into to the model to develop a baseline model. Once validated, we'll seek out inefficiencies and future course changes to derive options during programming.

e. A Day in the Life of a Student

PrU

We like to have a first-hand understanding of how you currently deliver education. To do so, we'll become "students for a day" and observe classes of your choosing at school/level/type (to be defined). We'll log student activities and how they cluster (full class, small group, individual, partner, etc.) as a percentage of class time. Additionally, we'll survey teachers for "sample" week activity logs to capture what we may not see. This will develop a baseline by which future instructional scenarios can be statistically compared.

f. Listening Tour

PrU

We'll engage primary users in 30 minute meetings to understand current needs and curricular shifts (either underway or planned). The goal is not to locate missing electrical outlets or door squeaks; rather this should benchmark suitability of spaces to meet teaching and learning objectives.

h. Board Meeting: Process Update

February 7, 2017: Our monthly update to the Board on the progress of the EFMP.

i. Assessments

In order to provide you with a complete picture of physical condition, educationally adequate capacity scenarios and the opportunities for future educational readiness, we plan to begin with two concurrent assessments. Later in the process, during the Discover Phase, these items will be prioritized for inclusion into the EFMP.

- i. Educational readiness in keeping with design guidelines in support of the Barrington's vision and goals. Each of the building's respective readiness will be graded on a relative scale of its ability to support the vision. EFMP solutions will be developed to increase readiness.
- ii. A Physical Condition Assessments/Surveys for each building:
 - Building Envelope Analysis (includes thermal imaging of walls)
 - Visual inspection of interior conditions (walls, doors, ceilings, floors)
 - Indoor Environmental Quality (Lighting, Ventilation, CO2, Visual Comfort Survey, Thermal Comfort Survey, VOCs)



2 Discover/Explore

This phase is about exploration and building common understanding amongst the stakeholders prior to formal planning options.

a. **Board Meeting: Process Update**

February 21, 2017: Our monthly update to the Board on the progress of the EFMP including district level findings from Phase 1 Deeper Understanding. This will kick off our Global Perspective: School Community Co-lab 1.

b. **Global Perspective: School Community (Two hour mtgs x 12 school campuses over 3 weeks)**

After the above activities are complete, we'll be ready to meet with your School Community campus by campus to share the foundational data/information, outline the process and obtain general feedback through audience responders. This point in the process will also signal the first Core Team meeting as they are informed on the process and work to date.

Pulling in resources and expertise from around DLR Group, we'll present on topics touching k-12, higher education and workplace around the globe. We'll follow the presentation with group work designed to gain feedback from the stakeholders on what the future might hold for Barrington 220.

c. **Board Meeting: Process Update**

March 4, 2017: Our monthly update to the Board on the progress of the EFMP.

d. **Facility Tours**

A critical step in the process is facility tours. This affords selected members of the Core Team and Primary Users to see how other facilities can be visionary in their support of Curriculum and Instruction. We recommend that a short list of locations be developed for consideration, including both school and non-school facilities. If travel outside of Illinois is planned, we recommend that the Core Team be divided into small groups and split the trips, accompanied by DLR Group team members if the project budget doesn't accommodate larger groups travelling to each location.

e. **Co-Lab Two: Sustainability Charrette/UX (Three hours)**

Designed to set the stage for success in sustainability and user (student, teacher, administrator, community) experience when utilizing the facilities, we'll inform stakeholders on opportunities to build upon the great work in place at Barrington 220 and benchmark future goals that the master plan will address through key performance indicators.

f. **Idea walls**

Student input is critical to the process. We'll engage them within the Primary User format in small groups, but in order to gain a much broader perspective, we'll use Idea Walls to listen to what they'll need through two formats.

Informal: We'll use large post it pads in school commons areas and offer students a place to write down ideas and draw pictures in response to specific questions.

Formal: We'll work with you to task cohorts of students (classes, clubs or the like) with specific research or inquiry based questions. In the past, these activities have been conducted as class projects within curriculum.





- g. Co-Lab Three: Curriculum and Instruction (90 Mins)**
With a wealth of information and input, we'll gather to create a day in the life (2026) charting a course for several future stakeholders and beginning to frame the context of the plan.

- h. Board of Education: April 4, 2017**
At the conclusion of the Discover Phase it will be time to present the summary information and design guidelines to the Board of Education. We recommend that the design guidelines receive Board of Education comment and possibly approval before proceeding into the next phase.

3 Program

Leading into this phase of work, DLR Group will spend time organizing and further developing the data at hand in order to inform the options.

- a. Co-Lab Four: Program Development (90 minutes)**
This session will work directly with curriculum leaders to determine future opportunities for curricular expansion at all school levels (ES, MS & HS).
- b. Co-Lab Five: Program Refinement (90 minutes)**
We'll work through options by adjusting administrative variables and reveal the impact on space with each iteration that is developed. Programs will be refined for all school levels (ES, MS & HS).
- d. Board Meeting: Process Update**
May 2, 2017: Our monthly update to the Board on the progress of the EFMP.
- c. Fit Analysis**
We will develop 3D district program models (campus by campus) to show the proposed changes and how they'll interrelate. The models are not a building design or architecture; rather they are visualizations of the data. These models will illustrate areas of possible new construction, renovation or redevelopment within the schools as a means to further the conversation. The fit analysis serves as verification of programmatic information.

4 Conceptualize

We'll have a series of Core Team meetings during this phase of the process. It's likely that they will be weekly as options come into clearer focus.

- a. Conceptual Diagrams**
Innovation comes alive through graphics, sketches and virtual reality that portray key ideas and concepts for community information. This step is particularly important to convey complex ideas that require specific campus interpretations. Once we understand outcomes of the first three phases, we'll be better able to determine the graphic needs under this phase. These concept diagrams are not to be confused with design; the diagrams will be schematic in nature.
- e. Board Meeting: Process Update**
June 6, 2017: Our monthly update to the Board on the progress of the EFMP.



- b. **Order of Magnitude Cost Models (by Pepper Construction – not incorporated in DLR Group fee)**
Order of magnitude costs models will be developed by Pepper Construction based upon the prioritized assessment items and fit analysis. The models will be forecast with expected cost escalation through the EFMP plan options completion and conservative in nature.
- f. **Board Meeting: Process Update**
July 7, 2017: Our monthly update to the Board on the progress of the EFMP.

5 Game Plan

- a. **Co-Lab Six (Series) : Share, Inform and Refine (90 minutes x 12 school campuses)**
In order to receive community input on the (presumed) three options, we will help the Core Team host three informational sessions around the School Community and in each of your schools. DLR Group and Core Team members will be making these presentations collaboratively. It is important to demonstrate collective ownership by District stakeholders to validate options.
 - CT
 - PrU
 - Cm
- b. **Co-Lab Seven (Series) : Synthesize /Refine**
We will facilitate this Co-Lab so that the information gathered from the community input can be prioritized and infused into a recommended EFMP for Board of Education consideration. Note: it is likely that more than one meeting will be required for the Core Team to arrive at presumably three refined options to take to the Board of Education.
 - CT
- c. **Board Presentation:**
At the conclusion of the Plan and Refine Phase, a EFMP presentation will be made by the Core Team to the Board of Education for discussion and consideration of plan implementation.
 - CT
- d. **Publication:**
This will signal the launch of the virtual Educational Facility Master Planning microsite and communication rollout of final plan materials.
- e. **Relate the Need**
As important as any of the above steps, information shared will be instrumental in educating your collective school community on your needs. Educational Facility Master Plans should communicate vision and strategy, but not “wants.” That’s the essential value proposition that will be conveyed.
- f. **Board Presentation:**
The EFMP process will formally conclude with the adoption of the plan by the Board of Education.



Fee for EFMP Services:

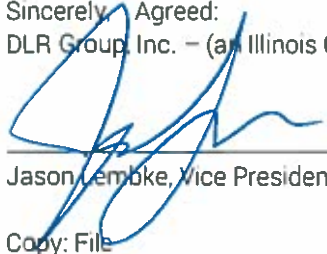
We propose to complete the above EFMP for a lump sum fee of one hundred thirty eight thousand eight hundred and seventy dollars (\$138,870.00). The fee is comprised of two areas of focus in support of the process as follows:

Architectural/Planning: \$101,400
Engineering/Sustainability: \$28,070
Virtual EFMP development/publication: \$9,400

Fees above are exclusive of reimbursable expenses for printing of materials and vehicle mileage (at the government rate) multiplied by 1.10. Travel expenses (economy airfare and hotel room) for tours outside of Illinois will be reimbursable for one DLR Group staff member to lead the tour. Should services be added or deleted from what is described herein, DLR Group will notify the District in writing of any fee revisions and will not proceed until written authorization is provided. An hourly rate schedule is provided as exhibit A (attached) for your reference.

This scope document serves as the authorization to proceed. Upon execution, DLR Group will work with the District to execute a AIA B103 contract as a master agreement for our services. A draft AIA B103 is attached for your reference.

Sincerely, Agreed:
DLR Group, Inc. – (an Illinois Corporation)



Jason Lembke, Vice President

Dr. Brian Harris

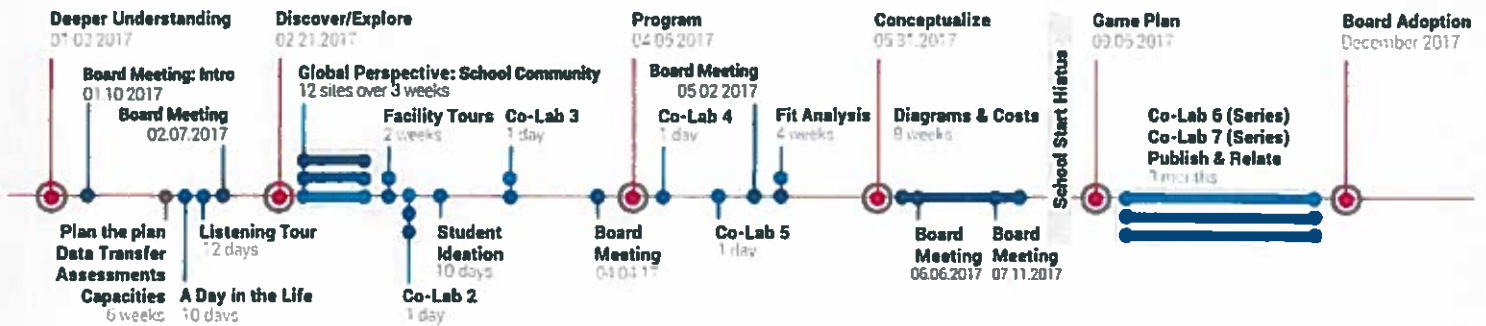
Dr. Brian Harris, Superintendent

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Timeline 11 Months

- Community Engagement/Activity
- Core Team Activity
- Primary User Activity



2016 DLR GROUP HOURLY BILLING RATES

Exhibit A

| CATEGORY NUMBER/TITLE | | DESCRIPTION OF CATEGORY |
|-------------------------|-------|---|
| 7. SENIOR EXPERT | \$365 | Leaders who provide industry expertise to our clients' business |
| 6. DISCIPLINE LEADER | \$235 | Senior Professionals who lead Projects Senior Professionals who lead discipline level staff and provide design decisions and quality control |
| 5. SENIOR PROFESSIONAL | \$175 | All registered or licensed Professionals with 10 years or more experience since registration All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience in their field including 10 years experience in leadership roles in those related disciplines. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, Technology or similar areas of expertise. |
| 4. PROFESSIONAL | \$145 | New registrants and all registered professionals with less than 10 years since registration Nonregistered Architectural, Engineering or Design personnel who have more than 15 years experience in their professional discipline and are in direct professional leadership roles in their field. All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience and are in direct leadership roles in their field. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, Technology or similar areas of expertise. |
| 3. PROFESSIONAL SUPPORT | \$115 | New professional degreed graduates and Interns who are not yet registered. Nonregistered Architectural, Engineering or Design personnel who have 10 years experience in their professional discipline under the supervision of registered professionals or related discipline professionals All personnel in related professional disciplines in which there is no registration, but have 10 years experience in their field. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, technology or similar areas of expertise and work under the supervision of others in their field. Drafters, CADD technicians, Designers and similar technicians without registration, but with 10 years experience in their professional support field. |
| 2. TECHNICAL | \$90 | Nonregistered Architectural, Engineering, or Design personnel who have less than 10 years experience in their professional discipline. All personnel in related professional disciplines in which there is no registration, but have less than 10 years experience in their field. Drafters, CADD technicians, Designers and similar technicians without registration, but with less than 10 years experience in their professional support field. All Administrative support, clerical and word processing personnel with 10 years experience. |
| 1. CLERICAL | \$70 | All Administrative support, clerical and word processing personnel with less than 10 years experience. |

Discipline (Second two digits of Billing Category)

- 01 - Project Management
- 02 - Construction Management
- 03 - Cost Analysis
- 04 - Architecture
- 05 - Interior Design

- 10 - Electrical Engineering
- 11 - Technology Planning
- 13 - Business Development
- 14 - Administration