



River Market  
423 Delaware Street  
Kansas City, Missouri  
64105

Daniel Umscheid  
Design Director / Principal  
816.548.7094

10.28.2022

SVN Charter School  
535 Garfield Avenue,  
Kansas City, MO 64124

## **Re: Scuola Vita Nuova Charter School – Innovation Center**

Dear SVN Charter School,

The Clockwork team is excited to continue our collaboration and provide the attached Architecture + Design Scope of Work agreement for SVN Charter School's future Innovation Center.

In collaboration with the leadership at SVN Charter School, the Clockwork team will provide the following scope of work:

### **ARCHITECTURE + DESIGN SCOPE OF WORK:**

#### ***Visioning Phase***

- *Collaborate with SVN to lead a Visioning work-session to solicit feedback on the new Innovation Center with:*
- *Staff & Instructors*
- *Parents & Guardians*
- *Students*
- *Prepare and present an Executive Summary of feedback at upcoming School Board Meeting.*

#### ***Conceptual + Schematic Design***

- *Collaborate with SVN to integrate Conceptual Design ideas generated during the previous "Due Diligence" phase*
- *Enhance Conceptual Design with feedback from Visioning Phase*
- *Provide on-site verification of existing building conditions, interior & exterior, as req'd for future new construction & renovation*
- *Verify CAD background "As-Built" documentation of existing conditions as required for new construction*
- *Develop Schematic Design options to address design intent*
- *Prepare 3d imagery to convey design intent of key interior & exterior spaces*
- *Prepare 2d floor plans and elevations of interior spaces to convey design intent*
- *Coordinate & Incorporate design scope & details with Consultants*
- *Develop Interior Design standard drawings for review*
- *Prepare SD Design Documents for SVN Review and Approval, and pricing by GC*

#### ***Design Development***

- *Based upon feedback from the SVN, we will make revisions to the design scheme*
- *Document and place into CAD the following: cabinetry, lighting, finishes, door types, door frames, wall types, door hardware and any other special existing conditions that would need documentation for saving or demolition.*



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- Produce a progress & pricing set of drawings to include the following:
  - Demolition Plan
  - Dimensioned Partition Plan
  - Reflected Ceiling Plan
  - Prelim Finish Plan & Finish Schedule
  - Interior Elevations and Details or notations for any new partitions or cabinetry for pricing purposes
  - Coordinate with the Consultants to incorporate scope.
  - Prepare DD Design Documents for SVN Review and Approval, and pricing by GC

### **Construction Documents & Permit Documents**

- Provide Construction Documents for site-built construction, with sheet spec's and notations as required
- Upon approval of the Design Development drawings produce the following construction documents under this phase:
- Cover Sheet with notations for building code summary, and general direction to the contractor for quality of work
- Demolition plan indicating all walls and finishes to be removed, if required
- Dimensioned Partition Plan indicating all partitions, doors, cased openings, low partitions, elevations and detail indicators as required by new scope of work
- Wall Sections with details
- Reflected Ceiling Plan showing ceiling design and new light fixture locations
- Finish plan of approved finishes from the Design Development Phase for floors, walls, ceilings, base, doors & frames
- Door schedule with door, frame and hardware information
- Interior Elevations, finishes and details for millwork
- Coordinate with the MEP Equipment Vendors for the specifications, and installation as it relates to the construction of architectural elements
- Meet SVN and review the drawings so that all parties understand the full scope of work and can adjust any items as needed prior to construction.
- Prepare Permit & Construction Documents to KCMO for permit review and for Contractor Pricing.

### **Construction Administration**

- Submit the required drawings to KCMO to initiate the permit review process
- Meet with the Building Department as req'd to review plans / permitting
- Coordinate & respond to any comments from the KCMO permit officials
- Answer GC Bid Questions to clarify scope & review VE suggestions / alternatives
- Visit the site at the start of construction to meet with all parties (owner, contractor, sub-contractors, equipment vendors, security vendor, etc) to review scope prior to construction
- Attend OAC (Owner Architect Contractor) meetings, as req'd, and assist owner/GC with clarifications during the construction process.
- Answer contractor requests for information (RFI's), as requested



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- *Review shop drawings and submittals for conformance with design intent. These will consist of millwork, lighting, finishes, doors, door frames, hardware and mechanical / electrical / plumbing coordination with the MEP consultant*
- *Conduct a final site visit to verify the work is complete and provide SVN with a list of outstanding punch-list items the contractor will need to address prior to final payment*
- *Review contractor's financial payment applications (as required)*

### **Furniture Consultation & Selection**

- *Coordinate with SVN to identify furniture needs for the spaces – interior and exterior.*
- *Work with Dealers to present furniture solutions that address these needs and that complement the overall design vision.*
- *Identify & prepare a target budget for furniture selections.*
- *Present selections in CAD Floor Plan files to verify placement and fit.*
- *Work with Dealer to Select and prepare a furniture material palette for review.*
- *Produce conceptual design drawings for custom pieces (if applicable).*
- *Coordinate any furniture related items that require special power requirements.*
- *Partner with a Furniture Dealer that will source & procure proposed furniture selections.*
- *Coordinate with the selected Furniture Dealer to procure proposed furniture pieces and identify alternates.*
- *Setup meeting to review the pricing of the furniture, the overall budget for furniture and selection of the final finish materials.*
- *We will work with the Furniture Dealer to find the best product for the best value.*

### **Additional Sub-Consultants**

- *If required, Civil Engineering will be owner direct with SVN Charter School.*
- *Structural, Mechanical, Electrical and Plumbing will be Architect-Direct. Once the overall building scope is known, Clockwork will solicit and provide Engineering Consultant fee proposals for SVN Review. All subconsultant Fees held by Clockwork will be invoiced direct to SVN at 1.10%.*
- *Security, Audio Visual and Fire Protection Engineering contracts will be owner direct or provided by General Contractor on design-build basis.*

### **Additional Services – to be billed hourly (\$165/hr) or fee upon request**

- *Additional project tours with SVN to visit precedent schools*
- *Additional meetings with user groups, neighborhood groups*
- *Enhanced photo-real renderings, upon request*
- *Value Engineering & related re-design*
- *LEED Commissioning*



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**Fee Allocations**

Clockwork Architecture + Design Fee <i>(% of total project construction costs, estimated at \$1.08 mm, to be adjusted based on final costs)</i>	7%
Furniture Selection Assistance Fee <i>(% of total project furniture costs, estimated at \$150k, to be adjusted based on final costs)</i>	5%

**Fee Schedule**

For the aforementioned scope, the overall compensation will be based on a fixed percentage of total construction costs, as stated above (based on initial pricing estimate, adjusted to final costs), to be billed monthly per the phase allocations below:

Allocations	Phase
10%	Schematic Design
20%	Design Development
50%	Construction Documents & Permit Documents
20%	Construction Administration

*Reimbursable Expenses*

In addition to our fee outlined above, we are to be reimbursed for expenditures made by us specifically for the project. The reimbursables include reproduction of documents, mileage, courier services and overnight package services, and are billed as a flat 2% of the service fees.

We very much look forward to the opportunity to collaborate with SVN Charter School on this exciting project.

Regards,

Daniel Umscheid  
Design Director / Principal

*This Agreement is entered into, as of the date first written above, by the following signatories who are legally empowered and authorized to execute this Agreement.*

\_\_\_\_\_  
CLIENT / SVN Charter School

\_\_\_\_\_  
Date Signed:

Attached: Clockwork Terms & Conditions



## Clockwork Terms & Conditions:

423 delaware . suite 102  
kansas city . missouri . 64105

[www.clockwork-ad.com](http://www.clockwork-ad.com)

**Betterment.** If a required item or component of the Client's project should be omitted from Clockwork's construction documents, Clockwork shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Clockwork be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Client's project.

**Billing and Payment.** Invoices submitted by Clockwork shall be considered past due if not paid within 30 calendar days of the invoice date. If payment is not received by Clockwork within 30 calendar days of the invoice date, invoices shall bear interest at nine (9) percent (or the maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If Clockwork incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Clockwork. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Clockwork staff costs at standard billing rates for Clockwork's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

**Certificate of Merit.** The Client shall make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against Clockwork unless the Client has first provided Clockwork with a written certification executed by an independent consultant practicing in the same discipline as Clockwork and licensed in the State of the project location. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to Clockwork not less than thirty (30) calendar days prior to the filing of any civil litigation. This Certificate of Merit clause will take precedence over any existing law in force at the time of the claim.

**Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to Clockwork are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, Clockwork may call for renegotiation of appropriate portions of this Agreement. Clockwork shall notify the Client of the changed conditions necessitating renegotiation, and Clockwork and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

**Consequential Damages.** Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Clockwork, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to the loss of use, loss of income, loss of profit, loss of business and/or loss of reputation.

**Corporate Protection.** It is intended by the parties to this Agreement that Clockwork's services shall not subject Clockwork's individual employees, officers, or directors to any personal legal exposure. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim demand or suit shall be directed and/or asserted only against Clockwork, a Missouri corporation, and not against any of Clockwork's individual employees, officers or directors.

**Covenant Not To Sue.** Because there are inherent differences in recalling or preserving information after an engagement is completed, the Client and Clockwork mutually agree and covenant that, notwithstanding any statute of limitation in effect and applicable to the contrary, neither party will file any claim based on this Agreement and/or services provided under this Agreement more than 12 months after the last day Clockwork performs services under this Agreement. The Client and Clockwork agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to claims which may not be known to exist until more than 12 months after the last day Clockwork performs services under this Agreement.

**Dispute Resolution.** In the event of a dispute arising out of or relating to this Agreement or the services rendered hereunder, the Client and Clockwork agree to attempt to resolve such disputes as follows. First, the parties agree to attempt to resolve any dispute through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If any dispute or issue remains unresolved after the above steps, only then may either party initiate civil litigation.

**Limitation of Liability.** To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate shall be limited to the total amount of compensation received by Clockwork under this Agreement. If this Agreement does not provide for any on-site construction phase services, such as construction administration/observation, the Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining Clockwork for any on-site construction phase services, the limits of Clockwork's liability related to services outlined in the Basic Services Summary of this Agreement, or any Additional Services approved under this Agreement, shall be limited to 50% of the total amount of compensation received by Clockwork under this Agreement.

**Opinions of Probable Cost.** In providing any opinions of probable construction cost, the Client understands that Clockwork has no control over the cost or availability of labor, equipment or materials, or over market conditions or any contractor's method of pricing, and that Clockwork's opinions of probable construction costs are made on the basis of Clockwork's professional judgement and experience. Clockwork makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from Clockwork's opinion of probable construction cost.

**Ownership and Reuse of Documents.** All reports, drawings, specifications, electronic computer files (of any format), field data, notes and other documents and instruments prepared by Clockwork as instruments of services shall remain the property of Clockwork who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. Clockwork grants Client's a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without Clockwork's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold Clockwork harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, Clockwork will grant a license, to the Client of other parties whom the Client approves, to use instruments of service which consist of electronic computer files. Before granting this license and transferring any electronic data, the receiving party will be required to execute a separate agreement with Clockwork which releases Clockwork of all liability related to the use and/or reuse of electronic instruments of service by others.

**Termination.** Client of Clockwork may terminate this Agreement with seven (7) days prior notice to the other party for the convenience or cause. Clockwork shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or Clockwork, Client shall pay Clockwork within thirty (30) days of termination for all services rendered and all costs incurred to the date of termination.

**Work in Progress.** It is agreed and understood that any work performed by Clockwork shall not be deemed complete nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to final completion, any information generated by Clockwork, regardless of format (including survey stakes and monuments in the field) shall all be considered as preliminary and subject to revision. Clockwork cannot guarantee the suitability of this information for any party's purposes (including selection of contractors or programming of construction costs) and shall have no liability or responsibility whatsoever for the use of such preliminary information by the Client or others.