

March 4, 2024

Noah Devine, Executive Director
Missouri Charter Public Schools Association
Email contact: ndevine@mocharterschools.org

Re: Proposal; Kansas City Charter Schools Facility Condition Assessments
Project # 0224-9306
Via: Email

Dear Noah,

Multistudio is pleased to submit this proposal for your consideration. Based on our conversations to date and having gained a more accurate understanding of the services desired for the Missouri Charter Public Schools Association, we've developed a good understanding of the scope of work necessary to accomplish your goals and have outlined these below. This letter shall act as our agreement between Multistudio (Architect) and Missouri Charter Public Schools Association (Owner) for assessment services in conjunction with the study.

NOTE: this approach is nearly identical to the assessment process used on the KCPS school buildings in 2020, and thus will provide an apples-to-apples comparison of facility needs to equitably recognize cost investments for all buildings in the Kansas City Education System.

Proposed Services:

General:

- Initial overall project kick-off meeting with the client & school leaders to confirm deliverables, expectations, and schedule.
- Review existing drawings, specifications, and other information provided by the building leadership team concerning existing systems and/or operations, if available.
- Perform one (1) site visit per school to survey existing conditions.
- Develop building assessment report for each building.

Architectural Assessment:

Multistudio will be providing the architectural evaluation of each school building using several methods; 1. An age-based prediction model using industry standard life spans as published by the Building Owners and Managers Association (BOMA), 2. A checklist tool where predictions are verified across a framework based on CSI's Unifomat system commonly used to produce construction specifications, and 3. On-site visual inspections of system conditions conducted by industry professionals. Components of a school will be consistently evaluated using a System Scoring Scale similar to the scale used for KCPS schools. Out of this process, Multistudio will produce a Facility Condition Index (FCI) which

can be used in budgeting capital renewal and improvement projects moving forward. In addition, the age-based aspects can be used to forecast future investment needs over time. If a school campus has been built over time, each phase of the campus will be assessed and scored with an FCI separately and will be contributed to the overall campus score proportionate to the size of each phase within the overall campus. Multistudio will be responsible for compiling the overall assessment reports including consultants' assessments and delivering completed reports to each school's leadership team.

Mechanical, Electrical, Plumbing (MEP) Assessment:

Lankford | Fendler + associates Consulting Engineers, Inc. will be providing the MEP assessment for each building. This scope of work will include MEP system descriptions, MEP system evaluations, MEP code compliance and/or life safety concerns, recommendations for upgrades and/or replacement of MEP systems, and photographs representative of existing MEP systems.

Structural, Building Envelope, and Site Assessment:

Norton & Schmidt Consulting Engineers, LLC will perform structural system review, vertical wall surface review, roofing review, and site review (paving and miscellaneous site structures).

Compensation

Based on the scope of work as described above, compensation per school building is proposed as follows:

Buildings under 110,000 gross square Feet:

Architectural Assessment:	\$4,600
Mechanical, Electrical & Plumbing Assessment:	\$6,480
<u>Structural Assessment:</u>	<u>\$3,500</u>
Total Fee per Building:	\$14,580

Buildings over 110,000 gross square feet:

Architectural Assessment:	\$5,200
Mechanical, Electrical & Plumbing Assessment:	\$8,640
<u>Structural Assessment:</u>	<u>\$4,700</u>
Total Fee per Building:	\$18,540

Reimbursable expenses expected for each building are estimated at \$300. Any additional reimbursable expenses requested by the owner, beyond the above scope, will be billed at Consultant's cost times a multiplier of 1.10 with a not-to-exceed limit of \$1,000 unless negotiated in advance with the owner.

Notes:

- Design Services are not included at this time. Specific Design Services associated with any recommendation shall be performed at a later date under a separate contract.

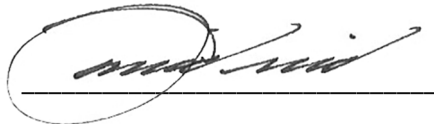
- The Roofing Review will be performed by Roof Asset Management under the direction of the structural engineer.

The general terms and conditions of this agreement are defined in Attachment A, "General Conditions to Letter of Agreement", and made a part of this Agreement.

Thank you again for providing this opportunity to propose the above services to you. We are excited to be partnered with Missouri Charter Public Schools Association and the schools you represent on this important effort. If you agree with the outline of work and fees above, please sign below. Upon our receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this letter shall be applicable for forty-five (45) days from the date of this letter after which the Architect reserves the right to review and/or renegotiate them with the Owner.

We look forward to working with you on this project. Please call me if you have any questions on the above.

Sincerely,

A handwritten signature in black ink, appearing to read "David Reid", is written over a solid horizontal line.

David Reid, AIA
Principal, Multistudio

ACCEPTED BY OWNER:

A solid horizontal line intended for a signature.

Noah Devine
Missouri Charter Public Schools Assoc.

C: Harriet Grindel, Stacy Roth

ATTACHMENT A**KANSAS CITY CHARTER SCHOOLS ASSOCIATION FACILITY CONDITION ASSESSMENTS
Multistudio Project No. 0224-9306****GENERAL CONDITIONS TO LETTER OF AGREEMENT**

- 1. PAYMENTS** are payable to the Architect within thirty (30) days from the date of invoice. Invoices are sent out every month and the client will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, said invoice will be deemed accurate. An interest charge of 2% over the prevailing Bank of America prime interest rate or an interest rate in accordance with the statutes of the state where the project is located, whichever is greater, shall accrue on any unpaid balance not received thirty (30) days following receipt of an invoice.

- 2. REIMBURSABLE EXPENSES.** Unless noted otherwise in Attachment B, reimbursable expenses will include the following: transportation, lodging, and meals in connection with travel; long distance telephone calls, courier services and facsimile communications, telex, postage and delivery charges; reproduction costs; photographic production techniques; expense of renderings, models and mock-ups requested by the Owner; and automobile travel. All payments to be made by the Owner under this Agreement shall be increased by the addition of applicable Sales and Use Taxes, if any. All Reimbursable Expenses shall be invoiced at 1.1 times cost. Mileage charges for automobiles shall be at the prevailing rate established by the I.R.S. Renderings, graphics and models prepared by outside sources will be reimbursed at actual cost, plus 1.0 times cost to cover coordination and administrative expenses.

- 3. NO DEDUCTION** shall be made from the Architect's compensation on account of claims of negligent errors or omissions in performance of professional services by the Architect, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining.

- 4. LEGAL COSTS.** The Owner shall reimburse the Architect for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

- 5. OWNER'S RESPONSIBILITIES.** The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Architect with all existing information relating to the Project which the Architect may request, including but not limited to, surveys, soils investigations, and program data. If the Owner becomes aware of any fault or defect in the Project or the Architect's services, he shall promptly notify the Architect. The Owner shall furnish required information or services as expeditiously as necessary for the orderly performance of the work.

6. SPECIAL CONSULTANTS or Subcontractors are those who provide services other than those provided by customary consultants as defined in AIA Documents B103 2017, Standard Form of Agreement Between Owner and Architect. If it is requested that the Architect retain any Special Consultants or Subcontractors on the Owner's behalf, their charges will also be subject to a 10% markup. Invoicing and payment shall be the same as in Item 1 above.

7. SEPARATE CONSULTANTS. The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

8. CONSTRUCTION COST ESTIMATES. As the Architect has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the Architect's experience and judgment as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates. If a Contractor or Construction Manager is providing construction cost estimates or cost control services for the Owner, the Architect shall be entitled to rely on the information provided and assume the accuracy of the information provided.

9. DESIGN CONTINGENCY. Architect makes no warranty, express or implied, that its design is free of errors. Owner and Architect agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Architect. Therefore, Owner agrees to set aside a reserve in the amount of five percent (5%) of the estimated cost as a contingency to be used, as needed, to pay for any such increased costs and changes. Owner agrees to make no claim against Architect or its consultants with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Architect shall be responsible for costs incurred by Owner above that sum but only to the extent caused by Architect's negligent acts, errors or omissions. Cost increases as a result of Owner requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall Architect be responsible for direct costs that Owner would have incurred in the construction contract but for the Architect's error or omission.

10. ARCHITECT'S ROLE DURING CONSTRUCTION. If this Agreement provides for any construction phase services by the Architect, it is understood that the Contractor, not the Architect, is responsible for construction of the Project, and that the Architect is not responsible for the acts or omissions of any Contractor, subcontractor, or material supplier, for safety programs or enforcement, or for construction means, methods, techniques, sequences and procedures employed by the contractor.

11. OWNERSHIP AND USE OF DOCUMENTS. Drawings, Schedules and Specifications as instruments of services are and shall remain the sole and exclusive property of the Architect whether the Project for which they are prepared is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings, Schedules and Specifications for information and reference in connection with the Owner's use and occupancy of the Project; provided, however, that the Architect shall retain any and all copyright privileges in and to such Drawings, Schedules and Specifications. The Drawings, Schedules and Specifications shall not be used by the Owner on other projects, for additions to this Project, or (provided the Architect is not in default under this Agreement) for completion of this Project by others, or published in any manner whatsoever, except by prior agreement of the Architect in writing and with appropriate compensation to the Architect.

12. HAZARDOUS MATERIALS. No services will be provided with regard to the detection, removal, disposal or storage of asbestos, and other hazardous materials. The Owner shall be responsible for the detection, removal and disposal of all hazardous materials, toxic wastes, asbestos, and pollutants at the Project site in accordance with applicable law. The Owner shall defend, indemnify, and hold the Architect and the Architect's principals, employees, agents, and consultants harmless from and against any and all injuries, losses, liabilities, damages or claims of any nature whatsoever relating to asbestos in the Project including, without limitation, the costs, expenses and attorneys' fees which the Architect, the Architect's principals, employees, agents, or consultants may at any time sustain or incur by reason of any of the foregoing. Accordingly, the Owner hereby agrees to bring no claim for negligence, breach of contract, indemnity, or otherwise against the Architect, or the Architect's principals, employees, agents, or consultants relating to hazardous materials in the Project.

13. INSURANCE. The Architect will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Architect will furnish the Owner with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which the Architect may be legally liable. The Architect shall maintain the following maximum amounts of insurance during the term of this Agreement: Workmen's Compensation, Statutory; Employer's Liability, Bodily Injury by Accident \$500,000 each accident, Bodily Injury by Disease \$500,000 policy limit, Bodily Injury by Disease \$500,000 each employee; Commercial General Liability \$1,000,000 per occurrence; Automobile Liability \$1,000,000 each accident; Professional Liability, \$1,000,000 per claim.

14. INDEMNITY. The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Agreement shall be limited to the available proceeds of the insurance coverage required by this Agreement.

15. SUBROGATION WAIVER. To the extent damages are covered by insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

16. WAIVER OF CONSEQUENTIAL DAMAGES. The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

17. SUSPENSION OF WORK. If any invoice is outstanding for more than thirty (30) days from the date due, the Architect shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Owner and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Architect under this Agreement is contingent upon payment of fees by the Owner.

18. TERMINATION OF AGREEMENT. This Agreement may be terminated by the Architect upon seven (7) days written notice should the Owner fail substantially to perform in accordance with its terms through no fault of the Architect. This Agreement may be terminated by the Owner upon (7) seven days written notice to the Architect should the Architect fail substantially to perform in accordance with its terms through no fault of the Owner. In the event of termination, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses.

19. PHOTOGRAPHY. Architect shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Owner, would seriously compromise Owner's business interests. The costs incurred for photography commissioned by Architect shall be paid by Architect except in the event Owner requests copies for its own use. Owner shall then share in a mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, Owner grants Architect the unlimited right to publish photographs of the Project as described above.

20. DISPUTE RESOLUTION/ARBITRATION. Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to litigation or arbitration.

Provided they do not exceed a cumulative total of \$200,000 during the term of this Agreement, all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, which are not resolved as the result of the non-binding mediation process, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

The parties agree the Arbitrator(s) must adhere to and enforce the applicable laws, including but not limited to; statute of limitation, statute of repose and offer of judgments which shall be enforced and applicable to the Arbitration. If such laws are not enforced, either party may withdraw from the Arbitration and the claim shall be subject to litigation.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration, arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Engineer and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance within applicable law in any court having jurisdiction.

21. MISCELLANEOUS. Neither party may assign its interest in this Agreement to any other person without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written document signed by both parties, and shall be governed by the laws of the State where the Architect is performing the work for this contract.