



# AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

## PARTIES TO AGREEMENT

Client: Covington Independent Public Schools Board of Education  
25 East 7<sup>th</sup> Street  
Covington, KY 41011

Consultant: SHP  
223 Fairfield Avenue  
Suite #100  
Bellevue, KY 41073

## PROJECT INFORMATION

Project Name: **Covington Independent Public Schools  
District Facilities Master Plan**

Project Understanding: The Client is interested in developing a master plan for determining how to use and/or modify its current facilities and space to accommodate potential changes in enrollment, expansion of student services, general growth, and maintenance of the same. This may include renovations and modifications to existing space and facilities or the erection of new facilities as determined by the final approved master facility plan option.

Scope of Services: **Basic Services**

### **Educational Visioning:**

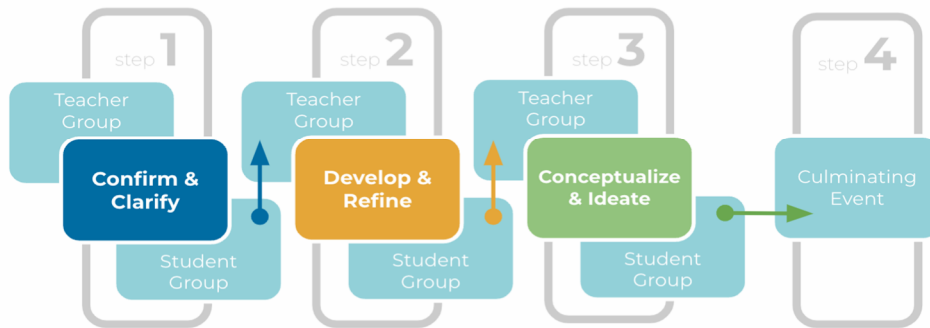
1. Lead teams of district constituents through a process to inform the future of learning at Covington IPS. This vision for education will be used to make programmatic and organizational decisions to inform future decision making related to educational improvements. *Please refer to the 'Educational Visioning Process' diagram, attached for reference.*
2. This effort shall be composed of two (2) parallel teams, each facilitated by at least two (2) SHP staff members.
  - a. The Teacher team shall be composed of roughly forty (40) teachers from across all grade levels.
  - b. The Student team shall be composed of roughly forty (40) 5<sup>th</sup> through 12<sup>th</sup> grade students.
3. The process is organized around a series of seven (7) meetings.
  - a. Three (3) meetings of the Student team;
  - b. Three (3) meetings of the Teacher team; and
  - c. A combined, culminating event.

Meetings are typically conducted monthly, depending on the district's timeline. The community group will meet in the

evenings. The teacher group will meet at the discretion of the leadership and the student group will meet during the school day. *(We would encourage meeting groupings to occur during the school day for students, and after school for teachers.)*

4. Initial process goals are identified below but may be adjusted to better suit the district’s needs.
  - a. Identify and clarify the district’s approach to teaching and learning relative to current trends.
  - b. Identify how new or renovated learning spaces might better support that approach.
5. In addition to facilitating all sessions, deliverables will include:
  - a. SHP will host a culminating event where process outcomes are reported back to Educational Visioning teams; and
  - b. SHP will prepare a written report summarizing the process and outlining the developed outcomes from the Educational Visioning process; and
  - c. SHP will provide space plan studies illustrating how the existing buildings might be modified to better support Educational Visioning outcomes

## Educational Visioning Process



After-school and School day sessions

### Demographic Study:

The demographic study is a scientific-based study that includes analysis of the entire population within Covington Independent Public Schools. The study includes:

1. Mapping and analysis of student enrollment data to analyze where Covington Independent students live versus attend schools within the district.
2. Collection and review of local housing data, including long-range / planned housing activity

3. Collection and review of Census population and housing data by attendance area, leading to a full population forecast by 5-year age cohort. The population forecast results will drive the enrollment forecast trends.
4. 10-year forecast of public-school enrollment for every school in the district, by grade level.
5. Report that details the forecast assumptions, methodology, and results.

**Facility Appraisal and Utilization Study:**

1. Review information provided by the District related to current facilities.
2. Conduct onsite visits at each school building to observe school building functions during the normal school day. Document any issues observed by SHP.
3. Meet and engage with administration and select district and staff in each school building to understand facility challenges and to prioritize all identified facility needs.
4. Prepare Facility Appraisals for (5) Elementary Schools, (1) Middle School and (1) High School. The Facility Appraisal is to be a qualitative review to evaluate each school building for Educational Adequacy and Appropriateness and the Educational Environment.
5. Prepare a Utilization Study using Floor Plans for each of the (5) Elementary Schools, the Middle School and the High School that uniquely identify each room, the current use of the space, how many occupants are currently using each room, and the percent of the school day the room is being utilized.

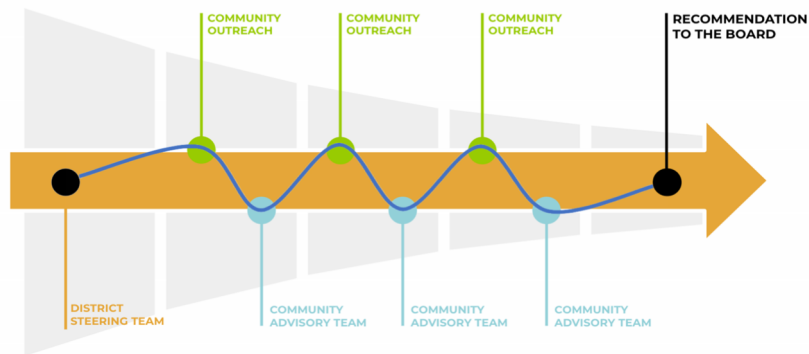
**Facility Master Plan Consulting Process:**

1. Review historical and existing information related to current facilities, prior visioning processes, past and current priorities identified by the Board and community, to date.
2. Engage and meet with the **District Steering Team** throughout the entire development of the Master Plan.
  - a. This is the internal team from Covington Independent Public Schools (4 to 8 participants plus SHP) that will provide high-level oversight of the process.
  - b. Team will work with SHP to collect information needed for the process, review financial options and strategies and advise/review operational impacts.

3. Work with the District to organize a **Community Advisory Team (CAT)** that will meet regularly throughout the Master Planning process. (6 total meetings included).
  - a. This will be a group composed of 40-60 stakeholders.
  - b. Group will meet to review and dig into the details of all information gathered by SHP related to the Educational Visioning process, Facility Appraisal and Utilization Studies and the Demographic Study.
  - c. This group will work together to identify District and Community values and brainstorm on master plan options and concepts.
4. Develop community engagement tools/opportunities to gather feedback needed to generate priority factors and primary facility needs.
  - a. Organize and conduct one **Community Forum Meeting** at each of the school buildings (total of 7 included), to engage with the community at the appropriate times during the Master Plan process. These meetings will be an open invitation for SHP and the District to share the work of the Community Advisory Team, the survey results and gather input from the broader community.
  - b. Organize and provide outreach with the District at **Focus Group Meetings** (6 total included). Work with the District to determine the best groups to meet with to gather specific information.
  - c. Create a branded district website to be used for community engagement. The website will contain all resources, materials and dates for meetings and will be updated throughout the duration of the Master Planning process.
5. Develop potential master plan options based on all information gathered from the Educational Visioning, Demographic Study, Facility Appraisal, Utilization Study, Community Advisory Team (CAT), Community Forums and Focus Groups. Prepare documents and concept drawings to demonstrate:
  - a. Specific details of each primary facility option
  - b. Each option's ability to address priority factors (pros/cons)
  - c. Cost considerations including but not limited to construction, temporary instructional space, ongoing maintenance, and staffing
  - d. Further work/studies that need to be completed, as an additional service (traffic study, geotechnical, etc.) if needed to understand implement and achieve vision.

6. Facilitate community engagement on potential primary facilities options, gather feedback in a statistically representative manner, and identify the option with the greatest community support.
  - a. Concept testing to be provided using both online polling (3 total included) and text message surveys (3 total included)
  - b. Provide input and analysis of survey results
7. Preparation of Final District Facilities Master Plan with recommendations and estimated costs to be used by the Community Advisory Team to present to the Board of Education.

### Master Planning Process Summary



**Assumptions**

*The following list of assumptions were made in the development of the Scope of Services and coordinating fee for the Project.*

1. Client will provide historical and existing information/ documentation related to current facilities, including existing drawings where available, prior visioning processes, and past and current priorities identified by the Board and community. Site surveys of existing sites shall be considered an Additional Service.

**Additional Services**

Additional Services, which are outside of the scope of this Agreement, may be provided upon request of the Client or Consultant. Engagement in any Additional Services shall require the prior written authorization of the Client. Compensation for Additional Services shall be on the basis of the hourly billing rates set forth in ‘Professional Fees Service Schedule,’ detailed in the attached Terms and Conditions, unless a lump sum amount is mutually agreed upon and approved by the Client.

**SCHEDULE**

This Agreement shall be effective through September 2024.



**FEE & BILLING INFORMATION**

Billing Format:  Lump Sum  Hourly, Estimated

Fee: Total Fee for Limited Professional Services shall be a lump sum of **one-hundred and sixty-seven dollars (\$167,000)**, plus Reimbursable Expenses.

Reimbursable Expenses: Consultant shall be entitled to seek reimbursement from Client for expenses incurred, and directly related to, the Project. Reimbursable Expenses shall be paid in addition to the above noted Fee. **Reimbursable Expenses for the above Scope of Services shall not exceed three thousand dollars (\$3,000).**

**AUTHORIZATION**

Limited professional services will be performed in accordance with the attached Terms and Conditions. Authorization by the Client to proceed, whether written or via purchase order or payment, shall constitute acceptance of the incorporated Terms and Conditions of this Agreement, without modification, addition or deletion. The persons authorizing this Agreement, through their signatures below, represent that they are empowered and duly authorized to bind the party for whom they represent.

**Submitted By:**

**Client Authorization:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Brandi Ash

Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

Date 1/22/2024

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

*This offer shall remain open and valid for sixty (60) days, unless formally extended by the Consultant in writing.*



**AGREEMENT FOR LIMITED PROFESSIONAL SERVICES  
TERMS AND CONDITIONS**

**FEES**

Unless denoted as Lump Sum, the Professional Service Fees applicable to the Scope of Services as defined herein shall be understood to be an estimate. Where Fees are proposed on an hourly basis, the Consultant’s rates shall be those prevailing at the time services are rendered per the Schedule below. Reimbursable expenses shall be invoiced with a mark-up of no greater than 15%.

**Professional Fee Service Schedule**

Officers of the Corporation	\$250/hour
Principals/Directors	\$210/hour
Associate and Senior Managers	\$190/hour
Project Leaders	\$170/hour
Senior Project Personnel	\$150/hour
Project Personnel	\$130/hour
Senior Technical Personnel	\$110/hour
Technical and Production Personnel	\$90/hour
Clerical and Administrative Personnel	\$75/hour

**BILLINGS/PAYMENTS**

The Client shall be invoiced for Services and Reimbursable Expenses on a monthly basis in proportion to services performed. Invoices are due and payable upon presentation. Amounts unpaid (30) days after the date of the invoice shall incur a service charge of 1.5% (or the maximum legal rate) per month. The Consultant shall have the right to suspend/terminate services if payment is not received within (45) days after the invoice date and the Consultant shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. The Client agrees to pay all costs of collection, including reasonable attorney’s fees.

**STANDARD OF CARE**

In providing services under this Agreement, the Consultant will endeavor to perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant will perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Consultant’s part of the Project. Regardless of any other term or condition of this Agreement, the Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed. It shall be the responsibility of the Client to promptly report, in writing, to the Consultant any alleged breach in the Standard of Care, undue delay in notification shall relieve the Consultant of any potential liability.

**COOPERATION**

The Client agrees at all times to cooperate fully with the Consultant, and to proceed on the basis of trust and good faith. The Client shall perform its responsibilities, obligations and services in a manner to facilitate the Consultant’s timely and efficient performance, and in order to ensure the Consultant’s knowledge and understanding in all material respects so as to not delay, interfere with, or affect the Consultant’s delivery, Standard of Care, or performance under the terms of this Agreement.

**CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Consultant shall be liable to the other for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

**MODIFICATION & WAIVER**

No waiver or modification of the Terms and Conditions set forth herein shall be binding upon the Consultant unless made in writing and signed by Consultant’s authorized representative. Consultant’s delay, forbearance, or omission to enforce any provision of the Terms and Conditions shall not be construed as a waiver or release of such provision.



#### **EXISTING CONDITIONS**

A condition is hidden if concealed by existing finishes or is not capable of discovery by reasonable visual observation. If the Consultant has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If the Client fails to authorize such investigation after such due notification, or the Consultant has no reason to believe that such a condition exists, the Consultant shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

#### **HAZARDOUS MATERIAL/MOLD**

The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Consultant shall have no responsibility.

#### **LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant for any and all claims, expenses, losses, costs, or damages of any nature whatsoever so that the total aggregate liability of the Consultant shall not exceed the Consultant's total fee for services rendered on this Project. Such claims and causes include, but are not limited to negligence, errors and omissions, strict liability, breach of contract, breach of contractor warranty.

#### **RISK ALLOCATION**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages and costs arising out of third party claims to the extent caused by the willful misconduct, negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible. Further, Client shall indemnify and hold harmless the Consultant, its officers, directors, and employees, from and against those liabilities, damages and costs arising out of third party claims to the extent caused by the willful misconduct, negligent act, error or omission of the Client or anyone for whom the Client is legally responsible. This Subparagraph is intended to be, and shall be construed as, consistent with, and not in conflict with, the state code applicable to the Project.

#### **TERMINATION OF SERVICES**

This agreement may be terminated upon 10 days' written notice by either party. In the event of termination, the Client shall pay the Consultant for all services rendered to date, all reimbursable expenses, and all costs attributable to termination.

#### **OWNERSHIP OF DOCUMENTS**

Consultant grants the Client a nonexclusive license to use documents produced by the Consultant for the sole and exclusive purpose of constructing, using, maintaining, altering, and adding to the Project, provided the Client substantially performs its obligations under this Agreement including payment of all sums when due. If this Agreement is terminated, in alignment with the above Termination of Services provision, the license granted in this section shall terminate. Any use or reuse of Consultant's documents absent the Consultant's participation shall be at the sole risk of the Client, who, to the fullest extent permitted by law, shall release and hold harmless the Consultant from any and all claims or damages arising from such use.

#### **CONSTRUCTION ACTIVITIES**

The Consultant shall not be responsible for the acts or omissions of any person performing any of the Work, for instructions given by the Client or its representative to any one performing any of the Work, for means and methods of construction or performance, or for job-site safety.

#### **DISPUTE RESOLUTION**

This Agreement is to be governed by and construed in accordance with the laws of the State of Kentucky. Any dispute or claim arising from this Agreement, or Consultant's Services listed herein, shall be subject to mediation as a condition precedent to formal litigation. Any action unresolved through mediation, shall be subject to litigation in the Circuit Court of Kenton County, Kentucky. The parties' consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them. Each party hereby expressly waives the right to remove any litigation arising out of this Agreement or Consultant's Services to federal court.





Mediation shall be required as condition precedent to any other form of binding dispute resolution under this Agreement. Mediation, unless the parties mutually agree otherwise, shall be administered in accordance with the ABA Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**RELATIONSHIP OF THE PARTIES**

All services provided by Consultant are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Consultant.

**COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**SEVERABILITY**

The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of this Agreement. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between the Consultant and the Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Consultant.