



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

06/21/2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Bayer Becker Civil Engineers for civil engineer services specific to design work on the R.C. Hinsdale Elementary site circulation improvements.

APPLICABLE BOARD POLICY:

01.1 "Legal Status of the Board", 09.4361 "Students"

HISTORY/BACKGROUND:

Once the demolition of the gas station and two residential structures on Dudley Pike in front of RC Hinsdale is complete, it will be necessary to coordinate the design work for ,the next phase of the project with a civil engineer. The District has historically partnered with Bayer Becker for civil engineer services and seeks to continue this partnership for the design work and coordination necessary with the City of Edgewood and their civil engineer team for the site circulation improvements on the Hinsdale campus. Site circulation improvements will include reconfiguration and expansion of current parking lots and integration of the City of Edgewood's reconfiguration of Dudley Pike at the intersection of Dudley, Tupman Drive, and Charter Oak Road with the entrance to the Hinsdale campus.

FISCAL/BUDGETARY IMPACT:

\$18,300 from the general construction budget.

RECOMMENDATION:

Approval of the contract with Bayer Becker Civil Engineers for civil engineer services specific to design work on the R.C. Hinsdale Elementary site circulation improvements.


CONTACT PERSON:

Brian Vanover, Assistant Superintendent of Operations

Principal/Administrator



District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.



PROFESSIONAL SERVICES PROJECT AGREEMENT

DATE – June 11, 2024

This project agreement between Bayer & Becker, Inc. (BB) and the PROJECT CLIENT identified herein provides for the professional services described herein of this project agreement.

PROJECT CLIENT: Kenton County School District
BILLING CONTACT COMPANY DBA (INVOICING):
ADDRESS: 1055 Eaton Drive
Ft. Wright, KY 41017
BILLING CONTACT REPRESENTATIVE: Matthew Rigg
BILLING CONTACT REPRESENTATIVE'S Email: Matthew.Rigg@kenton.kyschools.us
PROJECT TITLE: RC Hinsdale, Project Coordination and Concept Plan

SCOPE OF SERVICES TO BE PROVIDED BY BB:

Kenton County School District (KCSD) is working closely with the city of Edgewood to improve the access to R.C. Hinsdale Elementary School. KCSD has purchased several properties in order to facilitate the access improvement and internal circulation within the campus. Bayer Becker (BB) has assisted KCSD with preliminary traffic analysis and conceptual planning. The scope of work below is provided to coordinate the City of Edgewood's Dudley Road Intersection Improvement Project with the R. C. Hinsdale Campus project including the following:

Project Coordination and Concept Plan

BB has assisted KCSD with preliminary traffic analysis and conceptual planning work to guide the school for circulation and access. Over the last several months BB began project coordination by assisting KCSD in their meetings and discussions with the City of Edgewood and their design engineer to coordinate the proposed improvements to the Dudley Road/Tupman Drive/ Charter Oak Intersection Project with the RC Hinsdale Campus. The Civil and Traffic Engineering and Land Surveying professionals at BB will support the school moving forward by participating in project meetings to coordinate the grading, storm water control, utility relocation and property issues related to the Intersection Project. BB anticipates additional project meetings to include: Team meetings with KCSD staff, several coordination meetings with the city of Edgewood and their design consultants, a meeting with the utility providers that are impacted by the project, a public meeting with the City of Edgewood to present the Intersection Project and concept plan for the school and a pre-bid meeting for the Intersection Project and a pre-bid meeting for the Intersection Project.

BB will prepare a concept plan to be on display at the above noted public hearing. BB will utilize the preliminary circulation plans previously prepared for the school. BB will obtain an AutoCAD file from the design consultants for the city for the preliminary roadway plans. BB will incorporate both plans and refine in order to prepare a conceptual plan.

COMPENSATION TO BE PAID TO BB FOR PROFESSIONAL SERVICES: \$18,300

Billing and Payment

The above fees are lump sum. The Client shall be billed monthly based on the percentage of work complete, plus expenses. Payment is due within 30 days of the date of invoice, with 1.5% interest per month added for overdue accounts. The PROJECT CLIENT shall pay any expenses incurred by BB for collection of fees. If PROJECT CLIENT objects to all or any portion of any invoice, PROJECT CLIENT shall notify BB in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion of the invoice. In the absence of the written notification described above, the balance as stated on the invoice shall be paid in full. Payment for services rendered shall not be contingent upon the sale, lease or financing of the property upon which this proposal or drawings are based.

Out of Pocket Expenses

Out of pocket expenses are not included in the fees above and shall be paid to BB at cost plus 10%. Out of pocket expenses may include, but are not limited to, courier services, printing and reproduction costs, etc.

Standard of Care

The standard of care for all professional services performed or furnished by BB under this Agreement will be the care and skill used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with BB's services.

Liability and Insurance

Types of Insurance, BB shall maintain, at its expense, the following types of insurance, issued by companies acceptable to the PROJECT CLIENT covering the services:

A. **Worker's Compensation Insurance**, including occupational diseases, providing for the payment of benefits required by the laws of the state in which the project is located, covering the persons employed by BB on the services, and **Employer's Liability Insurance** with a minimum limit of \$1,000,000.

B. **Commercial General Liability Insurance**, including contractual liability, completed operations, products liability, personal injury liability, and broad form property damage providing coverage with limits of at least:

Bodily Injury and Property Damage Combined	\$1,000,000 per occurrence and \$2,000,000 aggregate
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Personal Injury	\$1,000,000 aggregate
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C. **Business Automobile Liability Insurance** providing coverage with limits of at least:

Bodily Injury and Property Damage Combined	\$1,000,000 per accident
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D. **Aviation Unmanned Aircraft Systems Liability insurance** coverage with limits of:

Single Limit Bodily Injury and Property Damage Including Passengers	\$3,000,000 each occurrence
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Aircraft Physical Damage	Insured Value
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E. **Umbrella Form Excess Liability Insurance** providing coverage with limits of at least:

Bodily Injury and Property Damage	\$5,000,000 per occurrence
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Combined and \$5,000,000 aggregate

F. Professional Liability Insurance coverage with limits of \$2,000,000 per claim and \$5,000,000 aggregate, which includes a \$50,000 deductible provision per claim.

Insurance Revisions - If the PROJECT CLIENT requests revisions in the types and limits of insurance at any time during the period of the contract, BB will endeavor to comply and PROJECT CLIENT will reimburse BB for any net additional premium expense incurred.

Certificate of Insurance - A Certificate of Insurance will be provided to the PROJECT CLIENT or other party, as may be appropriate, before proceeding with the services. Thirty days' cancellation notice will be given in writing to the PROJECT CLIENT.

Indemnification

BB agrees to indemnify and save the PROJECT CLIENT harmless from and against any loss, cost, damage, expense, and liability by reason of property damage, personal injury, or both, and expenses

recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the BB, in connection with the performance of the professional services by BB working within its scope, its employees, its agents, or its subcontractors; provided that if BB provides and maintains in force adequate insurance in accordance with the terms of this agreement, then BB's obligation to indemnify and save the PROJECT CLIENT harmless shall be limited to the amounts recoverable from said insurance.

The PROJECT CLIENT shall pay all recording and submittal fees.

Note: This project agreement becomes void if not signed within 30 days of above date.

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I understand that by Electronically signing this document, it is covered by the Uniform Electronic Transactions Act (UETA), eSign Act, and State eSign laws. These laws define that a document or signature cannot be denied legal effect or enforceability because it is in electronic form.

Electronically signed and dated by:

APPROVED:

Bayer & Becker, Inc.

PROJECT CLIENT: Kenton County School District

Title: Principal

Title: Chief Operations Officer