SOUTHERN EDUCATIONAL STRATEGIES, LLC
CONSULTING CONTRACT

This Contract is entered into by and between Southern Educational Strategies, LLC, a Tennessee limited liability company, and the Board of Education of the Lakeland School System, Lakeland, Tennessee.

Purpose

The Board of Education of the Lakeland School System (herein known as Board) desires the services of Southern Educational Strategies, LLC (herein known as SES) to provide educational programming and project management for the planning and construction, on a site located within the City of Lakeland, Tennessee, of a major addition to the existing Lakeland Prep Middle School to be termed as the Lakeland Prep High School project and related school capital improvement projects. Southern Educational Strategies, LLC has the qualifications to provide such assistance, planning, and consulting services.

Now, wherefore, the Parties agree as follows:

AGREED:

A. Scope of Services. SES will provide overall project management services to include the following actions:
➢ Consult with the architects and engineers employed by the Board to provide design services for the Lakeland Prep High School project and suggest cost efficiencies and value engineering, as appropriate, during the following project design and bid phases:
  ▪ Schematic Design Phase
  ▪ Design Development Phase
  ▪ Construction Documents Phase
  ▪ Construction Bid Documents Phase
  ▪ Regulatory Approvals Phase
  ▪ Construction Manager Selection Phase
  ▪ Evaluation of lowest and/or best Construction Manager phase

➢ Assist the architects and their construction manager at on-site construction progress meetings during the construction phase;

➢ Assist the Board and Superintendent, with the processes to acquire furniture, fixtures, and equipment for the Lakeland Prep High School project.

The services provided and the communication with SES partners may occur in person, by telephone, or by other electronic communication means.
B. Payment for Services. The Board agrees to pay a fee of $3700.00 per month for the services described in Section A. SES will submit invoices for each prior month's services to the Lakeland School System Superintendent within the first 10 business days of each month. Payment for services shall begin immediately upon the commencement of any of the services described in Section A and shall conclude during the month that a final certificate of occupancy for the Lakeland Prep High School project is issued to the Board of Education of the Lakeland School System. This contract also may be extended for a period of up to four (4) months after the date of issuance of a final certificate of occupancy if such a contract extension is mutually agreed upon by the Superintendent and SES. Payment for a partial month of services at the start or at the conclusion of the project shall be prorated on a daily basis.

C. Quality Assurance. The consultant's fee is a fixed fee from the date of execution of this agreement until a final certificate of occupancy for the Lakeland Prep High School project is issued, or until up to four (4) months after the date of issuance of a final certificate of occupancy as stated in Section B of this Contract. Throughout the term of the project, SES will maintain and annually provide to the Board a copy of the SES certificate of liability insurance.

D. SES Team Leader. Dr. James B. Mitchell, Jr. will be the primary partner providing the majority of the consulting services described in this agreement.
E. Termination of Services. The Board or SES may terminate this services agreement at will with a minimum of 30 days written notice to either party. Under such a termination, the Board will be invoiced, prorated on a daily basis, for services rendered as of the date of termination at the time of receipt by SES of written notice from the Board of the decision to terminate such services.

This Contract sets forth the entire agreement between the Board of Education of the Lakeland School System, Lakeland, Tennessee and Southern Educational Strategies, LLC.

The Parties agreeing, intending to be legally bound, enter this Contract on the ___ day of ____________________, 2019.

Board of Education of the Lakeland School System

10001 Highway 70

Lakeland, TN 38002

BY: _______________________________ BY: _______________________________

Kevin Floyd Tim Fite, Ed. D.

Title: Chairman, Board of Education Title: President, SES, LLC

Ted Horrell, Ed.D. Superintendent of Schools