

CONTRACT FOR SERVICES

THIS CONTRACT, MADE AND ENTERED INTO THIS ____ DAY OF _____, 2026, BY AND BETWEEN THE **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (“LFUCG”)**, ON BEHALF OF ITS DIVISION OF ENVIRONMENTAL SERVICES (CLIENT) AND **RIGGS WARD DESIGN** OF RICHMOND, VA (CONSULTANT).

WHEREAS, the Lexington-Fayette Urban County Government (LFUCG) intends to proceed with outreach to educate the public regarding the programs and services provided by the Environmental Quality and Public Works Department, the Metropolitan Planning Organization, and the Division of Planning, with a strong emphasis on waste management, stormwater management, sanitary sewers, urban forestry, sustainability, transportation and planning; and in furtherance of the Public Education & Outreach and Public Involvement & Participation program elements of LFUCG’s stormwater program, and consistent with LFUCG’s MS4 Permit with the Commonwealth of Kentucky; and

WHEREAS, Riggs Ward Design was selected by LFUCG based upon its response to Lexington-Fayette Urban County Government Request for Proposal #3-2026 for Outreach Trailer Design for the LFUCG Division of Environmental Services; and

WHEREAS, this Contract describes the scope of services to be provided by Riggs Ward Design and the compensation for said services;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, and the payment for those services by LFUCG as set forth herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

a. Riggs Ward Design will provide services to develop interpretive plans and designs for engaging outreach materials to LFUCG.

b. Specific activities to be provided by Riggs Ward Design are as described in Lexington-Fayette Urban County Government RFP #3-2026 and Riggs Ward Design’s Proposal in response to said RFP,

both of which are incorporated herein by reference as if fully set forth herein. All activities undertaken on behalf of LFUCG will be performed only at the specific and stated direction of LFUCG.

c. LFUCG may desire to have Riggs Ward Design perform work or render services in connection with this Project other than those provided in subsection (b) of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the LFUCG gives written authorization. Should the LFUCG find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, Riggs Ward Design shall make such revisions as directed, in writing, by the LFUCG. This work shall be considered as "Additional Services" and shall be paid as such. All "Additional Services" are subject to prior written authorization of LFUCG and necessary appropriations made by the Lexington Fayette Urban County Council.

2. COMPENSATION.

For the services described in response to RFP #3-2026 by Riggs Ward Design, Riggs Ward Design shall be compensated for services in an estimated amount not to exceed \$135,000.00. A summary of billing activity and related reports will be delivered to LFUCG on a monthly basis.

3. TERM OF AGREEMENT.

The contract period shall begin on June 18, 2026 and extend through December 31, 2027. The contract can be terminated with 30 days written notice by either party (CLIENT or CONSULTANT). If the contract is terminated by either party, LFUCG agrees to pay all fees and expenses incurred in accordance with this Agreement through the effective date of termination. All materials or information acquired or produced by Riggs Ward Design or its representatives in its performance of services under this Agreement shall remain the sole property of Riggs Ward Design until payment is received by Riggs Ward Design. Once payment has been received by Riggs Ward Design, all materials or information acquired or produced by Riggs Ward Design will become the property of LFUCG.

4. PROTECTION OF THE CLIENT.

CONSULTANT assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of CONSULTANT or its employees or agents under or in connection with this Contract.

CONSULTANT shall indemnify, defend, and hold harmless LFUCG and its employees, agents, and successors from and against all liability, damages, and losses that are in any way incidental to or connected with CONSULTANT's performance or breach of the Contract. CONSULTANT agrees to indemnify, defend, and hold harmless LFUCG and its employees, agents, and successors with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation, or invasion of rights of privacy arising out of any materials which have been prepared by CONSULTANT on LFUCG's behalf, unless any such claim for action is based on materials supplied by LFUCG. The Risk Management Provisions of RFP #3-2026 are expressly incorporated herein by reference as if set forth fully herein.

5. CONFIDENTIALITY.

It is understood that all information, facts, and figures that come to the attention of the CONSULTANT will be handled in a confidential manner. CONSULTANT agrees to exercise reasonable care to prevent disclosure of any confidential or proprietary information to any third party, except as may be expressly authorized in writing by LFUCG.

6. APPROVAL PROCESS.

LFUCG agrees to designate one person to represent LFUCG in approving material as described in the SCOPE OF SERVICES. Approval by that person will give CONSULTANT full authority to act in the company's behalf.

7. CHANGES IN CONTRACT.

This Contract sets forth the entire agreement between the parties. Any modifications must be in writing and signed by an authorized officer of both Riggs Ward Design and LFUCG.

8. GOVERNING LAW; JURISDICTION; CHOICE OF LAW; SEVERABILITY.

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and shall inure to the benefit of and be binding upon the parties' successors, assigns, trustees, and representatives. Any dispute hereunder shall be resolved in Fayette County Circuit Court or the United States District Court in Lexington, KY, having proper jurisdiction, and the parties consent to such jurisdiction. This Contract shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of law

rules. If any of the provisions of this Contract are found to be unenforceable, the remainder shall be enforced as fully as possible.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

ATTEST:

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____
Council Clerk

By: _____
Linda Gorton, Mayor

ATTEST:

Riggs Ward Design
2315 W Main St
Richmond, VA 23220

By: _____

By: _____

Its: _____