

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 16th day of February, 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **GRESHAM SMITH**, a Tennessee general partnership, ("Organization") with offices located at 100 West Main Street, Suite 350, Lexington, Kentucky 40507.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on _____, 2023 and shall last for a period of 2 (two) years unless terminated by LFUCG at an earlier time, and subject to administrative extension as necessary to complete the project and at the sole discretion of LFUCG.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – LFUCG RFQ #51-2022, Legacy Business Park Site Development
 - b. Exhibit "B" – Organization's Response to RFQ
 - c. Exhibit "C" – Engineering Scope of Services
 - d. Exhibit "D" – Legacy Business Park Schedule
 - e. Exhibit "E" – Legacy Business Park Engineering Fees

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", "A", "D", "E", and "B" in that order.

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibits "C" – Engineering Scope of Services for LFUCG (the "Services"). The project schedule is established in Exhibit "D".
- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Two Million Two Hundred Twenty-Nine Thousand dollars (\$2,229,000) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually

incurred, only after receipt of monthly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable

federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INDEMNITY AND INSURANCE.

The risk management provisions of RFP No. 51-2022 attached hereto are edited as follows. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

INDEMNITY:

- (1) To the extent permitted by law, Organization shall indemnify and hold LFUCG 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, errors or omissions of Organization, its employees and its other consultants in the performance of professional services under this Agreement. Organization's obligation to indemnify and hold harmless LFUCG and its elected and appointed officials and employees does not include a duty to provide upfront defense.
- (2) Other than claims arising out of the performance of professional services and to the extent permitted by law, Organization shall indemnify, defend and hold LFUCG and LFUCG's elected and appointed officials and employees harmless from and against liability for claims, suits, or actions of any kind where such liability arises out of or is in connection with the personal negligent acts or willful misconduct of this Agreement by Organization or any individual or entity for whom Organization bears legal liability and which results in bodily injury to any individual or entity (including the employees or officers of the Architect) or for property damage.
- (3) To the fullest extent permitted by law, Organization's total liability to LFUCG and anyone claiming by, through, or under LFUCG for any cost, loss, or damages caused in part by the negligence of Organization and in part by the negligence of LFUCG or any other negligent entity or individual, shall not exceed the percentage share that Organization's negligence bears to the total negligence of Organization, LFUCG, and all other negligent entities and individuals. It is intended that Organization shall not be responsible for the negligence or willful misconduct activities of LFUCG's, or those of its elected officials, employees or others for whom LFUCG is responsible, with regard to any claim.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Organization acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

INSURANCE: Organization shall maintain the following for the duration of this Agreement:

Coverage	Limits
General Liability aggregate	\$1 million per occurrence, \$2 million
Auto Liability	\$1 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$1 million per occurrence
Professional Liability	\$1 million per claim
Professional Liability	\$1 million per claim occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.

Written Notice: LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

Rating Required: Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals: After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Right to Review, Audit and Inspect: Organization understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement upon payment in monies owed Organization. Organization shall not be held liable for reuse of documents or modifications thereof by LFUCG or its representatives for any purpose other than the original intent of this Agreement without written authorization of Organization.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age,

sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

20. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Gresham Smith
100 West Main Street, Suite 350
Lexington, KY 40507
Attn: Louis Johnson

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Craig Bencz

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

23. DISPUTE RESOLUTION. LFUCG and Organization agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Organization shall continue to perform services for the Project and LFUCG shall pay for such services during the dispute resolution process unless LFUCG issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

24. FORCE MAJEURE. Organization shall not be liable for any damages caused by any delay that is beyond Organization's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

25. INSURANCE AND LIABILITY. Organization shall maintain the insurance, coverage limits, and insurance conditions required in Section 8 herein during the period

of service. LFUCG will be included as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

26. STANDARD OF CARE. Services provided by Organization under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Organization makes no warranty or guaranty, either express or implied. Organization will not be liable for the cost of any omission that adds value to the Project. Organization's standard of care shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

27. SUSPENSION OF WORK. LFUCG may suspend services performed by Organization with cause upon seven (7) days written notice. Organization shall submit an invoice for services performed up to the effective date of the work suspension and LFUCG shall pay Organization all outstanding invoices within thirty (30) days. If the work suspension exceeds sixty (60) days from the effective work suspension date, Organization shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

28. GEOTECHNICAL. LFUCG acknowledges that Organization is providing geotechnical services by hiring a consultant, which is done solely for the convenience of LFUCG. The fees for these services will be a reimbursable expense without markup. LFUCG agrees that it will look solely to the geotechnical service consultant in the event that any claims, loss, expense or damages result from the services provided by or which should be provided by the geotechnical consultant.

29. SURVEY. LFUCG acknowledges that Organization is providing survey services by hiring a consultant, which is done solely for the convenience of LFUCG. The fees for these services will be a reimbursable expense without markup. LFUCG agrees that it will look solely to the survey service consultant, in the event that any claims, loss, expense or damages result from the services provided by or which should be provided by the survey consultant.

30. RIGHT TO RELY. Organization shall have the right to rely upon the accuracy and completeness of services and information provided by LFUCG, the geotechnical consultant and the survey consultant.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST: *[Signature]*
Clerk of the Urban County Council

GRESHAM SMITH

BY: *[Signature]*
LOUIS JOHNSON, PLA ASLA

DATE: *2/14/23*

EXHIBIT "A"

LFUCG RFQ No. 51-2022, Legacy Business Park Site Development

EXHIBIT "B"

Organization's Response to RFQ

EXHIBIT "C"

Engineering Scope of Services



January 18, 2023

Legacy Business Park

Revision 1 Engineering Scope of Services:

Overview

The Legacy Business Park Site Development Project is a generational opportunity for light industrial and commercial development within Lexington's existing Urban Service Boundary. The project will require the project team to work with the Lexington-Fayette Urban County Industrial Development Authority Inc. (IDA) to finalize development planning, assist client the IDA in obtaining required permits and approvals for development, and assist in administering construction contract administration of the infrastructure on 200 acres of land.

The intent of this project is to provide construction documents and permitting for the major infrastructure for the entire 200 acres but only bid, and oversee the construction of Phase 1. The engineering team will work with the Real Estate Team (RET) as each team will influence decisions based on infrastructure and market.

This document outlines the scope of services for the Legacy Business Park Project and is based upon the request for qualifications (RFQ) issued by Lexington-Fayette Urban County Government (LFUCG), the proposal submitted by Gresham Smith dated September 19, 2022, and subsequent discussion between LFUCG and Gresham Smith during an initial project scoping meeting held on October 28, 2022 to refine and clarify the proposed approach to the project. The project team consists of staff from Gresham Smith, Third Rock Consultants, Athena (fka KS Ware), Rasor PR, Zone Co, and Endris Engineering.

Task 1: Project Management

Gresham Smith will communicate regularly with LFUCG and the project team via email, phone, and periodic in-person meetings to coordinate work tasks, advance progress on the design, and obtain or communicate relevant information. This section spells out sub-tasks related to overall project management.

The primary points-of-contact and their respective contact information for this project are as follows:

- LFUCG: Kevin Atkins, Chief Development Officer
katkins@lexingtonky.gov, 859.258.3110 office
- LFUCG: Craig Bencz, Administrative Officer Sr.
Office of the Chief Development Officer
cbencz@lexingtonky.gov, 859.258.3430 office
- Gresham Smith: Erin Masterson, Project Manager
Erin.masterson@greshamsmith.com, 859.421.1960 office

1.1 Client Communication and Progress Meetings

The project team project manager (PM) will communicate regularly with LFUCG project managers Kevin Atkins and Craig Bencz, via email, telephone, and periodic meetings (in-person or virtual). It is anticipated the project manager will establish bi-weekly phone calls (progress meetings) with online meeting capabilities such as screensharing to facilitate effective communication. The typical agenda for such calls will include status updates on progress, coordination of tasks and next steps, and updates on the project schedule. The RET and subconsultants will be included in progress meetings as needed, depending on the tasks at hand. The PM will prepare brief summaries of these calls, documenting key decisions, next steps, and action items and distribute via email.

Regular project communication mechanisms will include email, phone calls, and Zoom/Teams meetings. Draft and final deliverables, as well as large files will be transmitted by Gresham Smith to LFUCG using Gresham Smith's Newforma Info Exchange, which provides links in an email message to download files from a remote server.

Genuine Ingenuity

100 West Main Street
Suite 350
Lexington, KY 40507
859.469.5610

GreshamSmith.com

The scope includes the PM and project engineer attending the monthly IDA board meeting for 24 months.

1.2 Ongoing Communication and Team Coordination

The PM will facilitate regular telephone calls and virtual meetings with the project team as needed to coordinate work tasks, review information, discuss the project schedule, and other items as needed. Designated points-of-contact with each of the subconsultants are as follows:

- Third Rock Consultants: Casey Mattingly
cmattingly@thirdrockconsultants.com, 859.977.2000
- Zone Co: Jocelyn Gibson
jgibson@thezoneco.com, 513.746.8838
- Rasor PR: Mimi Rasor
mimi@gorasor.com, 513.967.6277
- Athena (fka KS Ware): Nathan Long
nlong@athenaee.com, 615.255.9702
- Endris Engineering: Kevin Phillips
kevin@endris.com, 859.533.1530

The PM will facilitate regular communication with the RET as needed to coordinate work tasks, review information, discuss the project schedule and other items as needed. Designated point-of-contact with Cushman Wakefield is as follows:

- Cushman Wakefield: David Kelly
Dave.kelly@cushwake.com, 513.290.4651

1.3 Monthly Progress Reports and Invoices

The project team will prepare monthly progress reports to accompany invoices, documenting key work tasks, meetings attended, and percentage complete by task.

Task 1 includes:

- Brief meeting summaries as appropriate
- Bi-weekly progress meetings with Gresham Smith and LFUCG (real estate team and subconsultants attend as needed), assuming 24 months
- Attend IDA board meetings as necessary, assuming up to one per month for 24 months
- Monthly invoices with progress reports, assuming 24 months

Task 2: Site/Infrastructure Design

2.1 Finalize Phase 1 Infrastructure Improvements Plan (estimated to take five weeks)

The project team will work with LFUCG, the IDA, and the RET to refine the limits of Phase I Infrastructure Improvements. Additional funding sources identified by LFUCG and IDA at the time will be agreed upon as the final construction cost of Phase 1. The project team will work with the RET to better understand market preferences that may influence the Phase 1 limits. The project team will update the preliminary cost estimate as it relates to the Phase 1 limits during this task. Additionally, the project team will meet with LFUCG Planning to review the best critical path for subdivision and rezoning. After Task 2.1 is finalized and the client is awarded additional funds that would impact Phase 1 limits, Gresham Smith will negotiate the fee for additional work needed to redefine the limits of Phase 1 and any impacts on the work to date.

Task 2.1 includes:

- Coordination with RET
- Development of plan showing the final Phase 1 limits and updated cost estimate (pdf)
- Meeting with LFUCG Planning

2.2 Preliminary Phase 1 and Future Plan Development (estimated five weeks once Phase 1 limits are agreed upon)

Once the limits of Phase 1 are agreed upon by the client, the project team will develop a preliminary subdivision plan for the entire 200-acre site that meets the requirements set forth by LFUCG's Subdivision Regulations in Article 5. The plan will include title block, vicinity sketch, lotting scheme showing boundary lines, streets, right-of-way, typical street cross sections, construction access points, lot lines with numbers and proposed building setbacks, existing utilities, contours, subsurface conditions as required, existing tree

stands, drainage features, environmentally sensitive areas, proposed private utilities, and site statistics. Due to the uncertainty of tenant parceling, lotting will be minimal and will require subdivision later as tenants are brought on board.

This plan is intended to show a phasing line of the infrastructure split into phase 1 and future phase. During this task, the project team will coordinate with utility companies and agencies to review the proposed infrastructure plan and adjust based on feedback, this includes review of the regional stormwater approach with LFUCG engineering as well as coordination with KYTC on detention requirements. The project team will develop a Tree Inventory Map (TIM) and a Tree Preservation Plan (TPP) meeting the requirements of LFUCG Zoning Ordinance Article 26.

Task 2.2 includes:

- Coordination with utility companies and other agencies as deemed necessary
- Preliminary Plan for use in subdivision application
- Meeting with LFUCG Urban Forester onsite
- Tree Inventory Map
- Tree Preservation Plan

2.3 Preliminary subdivision plan and application to LFUCG Planning (estimated eight weeks)

Based on a client approved plan, the project team will file the Preliminary Subdivision Plan, the TIM, and the TPP completed in Task 2.2 and complete the application form on the Accela Citizen Portal. The project team will attend each of the following meetings: one Technical Review Committee, one Subdivision Committee, and one Planning Commission meeting. We will review with the client the comments received after each meeting and make the necessary revisions in preparation for the preliminary subdivision re-submittal. The project team will help coordinate the plan certification. This typically entails a series of follow up calls and meetings with various LFUCG agencies/offices such as fire marshal, traffic, engineering, and others. Each group must sign off on the plan and will bring their own comments and resultant revisions.

Task 2.3 includes:

- Online application & required hard copies (five)
- Attend three meetings related to the subdivision application
- Coordination with LFUCG Planning
- Revisions to the plans prior to planning commission meeting to accommodate comments from reviewing committees
- Coordination with LFUCG agencies for plan sign off and certification

2.4 Construction Documents (10 weeks)

As required by the LFUCG Major Subdivision regulations, upon approval of the Preliminary Subdivision Plan, the project team, the IDA and LFUCG will begin the final design process by entering into the Infrastructure Development Agreement and commencing final design of the project. The project team will develop one set of Construction Documents with a phase line showing current extents of construction for bidding purposes. If the client determines additional phases will be needed for construction purposes, Gresham Smith will negotiate a fee for additional construction packages. Each discipline of the team – site civil, landscape architecture, environmental, lift station and transportation – will lead their respective scope in tandem with the full team to complete a coordinated set of construction documents for the project.

The project team will submit the required Improvement Plan Progress Report to LFUCG per the requirements of the Land Subdivision Regulations. The construction documents will include plans and technical specifications. These documents will be used to assist the client to apply for permitting prior to being used for construction bidding purposes.

2.4.1 Site Infrastructure

One plan set will be produced that reflects the construction phasing established in Task 2.2. These plans will build upon the information provided within the Preliminary Subdivision Plan as approved by LFUCG in the Infrastructure Development Agreement. These plans will include design of the infrastructure within the planned right-of-way including roadway design, stormwater collection system, public sanitary mains, stream crossings, regional stormwater facilities, multi-use trail design, construction phase erosion control, and code required landscaping.

Note: This scope is for major infrastructure only and does not include detailed design of any parcels or full site mass grading.

The project team will coordinate with other public and private utility companies such as Kentucky American Water, Kentucky Utilities, telecom, and Columbia Gas. The proposed utilities will be reflected on the plans, but detailed design of their infrastructure will be provided by the respective utility company.

2.4.2 Signal Design

Based on the master plan, the project team anticipates a proposed traffic signal as part of Phase 1 at US 25 and Kearney Ridge. The project team will develop a signal design following Kentucky Transportation Cabinet (KYTC) standards and specifications, provide a traffic impact statement and coordinate with KYTC and LFUCG Engineering. Additional coordination with KYTC regarding the future US 25 improvements related to the project site and the two culverts under the interstate is anticipated.

2.4.3 Municipal Lift Station & Force Main

The project team will prepare design calculations for the sizing of the pumping station, pumping station intake structure, pumping station intake screens and force main. The team will layout the pumping station and force main route and specify equipment and materials for approval and acceptance by LFUCG. The pump station wet well will be a precast manhole structure. Proposed facilities will not include occupiable spaces or odor control facilities. Electrical and control panels will be suitable for exterior installation therefore no electrical building will be provided.

At the onset of the project, the project team will meet with LFUCG to confirm requirements and assumptions. Based on this information, the Basis of Design will be developed and will include the following:

- Confirm flow rates, dimension of pump station components and head conditions;
- Calculate optimum pumping capacities, wet well volume and operating levels;
- Evaluate force main velocities over the proposed operating ranges; and
- Confirm adequacy of existing/proposed electrical power service capacity.

The construction plans will address the force main plan and profile, pumping station plan views, pumping station sections, pumping station electrical wiring, pumping station controls and the ancillary details deemed necessary to bid and construct the pumping station and force main.

Task 2.4 includes:

- Basis of Design analysis
- Final Construction Documents including construction plans and technical specifications for infrastructure improvements (milestone deliverables at 50% and 100%)
- Improvement Plan Progress Report and submittal for LFUCG Subdivision Regulation (50% documents)
- Opinion of Probable Construction Cost at 50% milestone
- Coordination with utility companies and agencies for utility planning and design

2.5 Agency Approval Process (10-12 weeks, can overlap with task 2.4)

The project team will respond to agency comments, revise drawings, meet with pertinent agency staff, and assist the Client in obtaining site construction permits for the project. Gresham Smith does not guarantee agency approvals, and Gresham Smith's fee is not contingent on agency approvals. Agency approvals for this scope are limited to typical permit review requirements of local authorities having jurisdiction. Any additional agency reviews or approvals deemed necessary during the preliminary planning phase or otherwise identified can be added to the Scope of Services at that time.

The project team anticipates the project needing the following permits:

- LFUCG for site improvements and land disturbance
- US Army Corps of Engineers for stream crossings and bat habitat impact
- KY DOW for work within the stream buffers, land disturbance (NOI) and public sanitary and lift stations
- KYTC Encroachment Permit

Task 2.5 includes:

- Assist client in permit applications that have been identified above
- Meet with agencies of the AHJ to review plans and application as deemed necessary
- Up to two rounds of revisions based on agency comments

Task 3: Zone Change application to LFUCG Planning for Commercial Frontage

Based on client direction, the project team will develop a development plan, the required justification letter and associated development criteria, and notification package to file the Zone Map Amendment and complete the application form on the Accela Citizen Portal. The client will provide the deeds to the property, legal description and the fee for filing. The project team will attend each of the following meetings: pre-application meeting, public engagement with key stakeholders, pre-application meeting with planning staff, one Technical Review Committee, one Subdivision Committee, one Planning Commission meeting, and one Council meeting. We will review with the client the comments received after each meeting and make the necessary revisions in preparation for the preliminary subdivision re-submittal. The project team will help coordinate the plan certification. This typically entails a series of follow up calls and meetings with various LFUCG agencies/offices such as fire marshal, traffic, engineering, and others. Each group must sign off on the plan and will bring their own comments and resultant revisions.

Task 3 includes:

- Development Plan
- Online application & required hard copies (five)
- Public engagement with key stakeholders
- Attend six meetings related to the zone map amendment application
- Coordination with LFUCG Planning
- Revisions to the plans prior to planning commission meeting to accommodate comments from reviewing committees
- Coordination with LFUCG agencies for plan sign off and certification
- Estimated duration of four months minimum

Task 4: Project Website & Community Updates

The project team will establish a project website for the purposes of providing information and collecting feedback about the project. The site will be maintained by Rasor PR with content developed by the project team. Rasor will be the primary point-of-contact regarding the website. At the outset of the project, the project team will develop initial site content to include the purpose of the project, major milestones and a timeline of key activities. This information will be provided to LFUCG for review and comment prior to approval and placement on the website. The website will be actively maintained for 24 months. Additional needs beyond this timeframe can be reviewed and negotiated. The project team will post updates to the website at milestones. The project team will monitor community comments and respond at the discretion/direction of the client.

Task 4 includes:

- Project website set up and content
- Monitor and respond to community comments
- Regular updates to website at project milestones

Task 5: Real Estate Support Services

The project team will work with the RET as they prepare and market the property. Building upon the work done in the Master Plan, the team will provide updated renderings as the site plan develops. The project team will update the site model and have the capability to export various perspectives to highlight different areas of the project.

To help the RET, the project team will prepare a site summary package that will outline general site information and a development framework summarizing zoning (e.g., setbacks, FAR, parking ratios, etc.), utilities, stormwater, available geotechnical information, and other site wide information that could assist in the property marketing. This would be provided site wide, not at a parcel level, to describe specific constraints within each area of the overall development.

Task 5 includes:

- Up to two model updates with rendering exports (pdf format)
- One Site Summary package for potential buyers (pdf format)

Task 6: Design Standards

Led by Zone Co, the team will work to develop a simple but effective set of development standards for a mix of development typologies in Legacy Business Park. The standards will preserve the goals of the project while also providing a framework that will attract tenants. The project team will work with the RET to better understand the market and maximize build out scenarios. Based on the relevant plan and zoning the team will create custom-tailored building placement, massing/scale, street/sidewalk, signage, and materials standards defining how new buildings develop edges and features.

Task 6 includes:

- Coordination with RET
- Meeting with LFUCG Planning
- Design Standards Document (pdf format)
- Estimated duration of four months

Task 7: Construction Related Services for Phase 1

7.1 Contractor Bidding and Selection (6 to 8 weeks)

Once the project obtains the appropriate permits, the project team will work with LFUCG Purchasing to develop the bid documents including advertisement, bid form, unit pricing, and front end specifications. We do not anticipate having bid alternates. If the client desires bid alternates to be included in the bid, Gresham Smith can negotiate and provide a fee for this additional scope of work. Once the bid has been advertised, the project team will attend a Contractor Pre-bid Meeting to answer questions. Prior to bid opening, the project team will respond to contractor questions in the form of issued addendums at the direction of the owner. The project team will collect questions and release addendum in a series of up to three addendums. The project team will work with the client to assist in evaluating the contractor bids using an agreed upon selection criteria.

Task 7.1 includes:

- Preparation of bid documents and Division 1 specifications in coordination with LFUCG Purchasing
- Attend Pre-Bid Meeting
- Answer contractor questions through up to three Addendums
- Attend and participate in bid opening, assuming LFUCG conducts the bid opening
- Assist client in contractor evaluation

7.2 Construction Contract Administration for Phase 1 Infrastructure (estimated 14 months of construction)

The following tasks are included in Construction Contract Administration:

- Provide daily onsite observation when construction activity is scheduled to occur, expected duration of 14 months, 5 days a week with a daily observation report and monthly summary.
- Attend monthly Owner/Architect/Client (OAC) virtual meetings, estimated 14 meetings (resident observer, project manager, project engineer)
- Review contractor submittals
- Review contractor pay applications
- Review contractor change order requests
- Address requests for information
- Record drawings and start up requirements for public infrastructure including sanitary sewer and lift station.
- If Phase 1 expands as client obtains additional funding, Gresham Smith will negotiate additional fee for the construction contract administration work associated with the additional construction work.

Task 8: Survey, Platting, and As-Built

Task 8.1 Survey (45 calendar days from the written notice to proceed)

Gresham Smith, through its sub-consultant, will provide an ALTA/NSPS land title survey, a revised ALTA/NSPS land title survey, as-built ALTA/NSPS land title survey, platting for right-of-way, easements and lots, rezoning description, and design survey to include:

- Topography at 1' contour intervals
- Underground utilities based upon visible above ground markings and atlas maps
- Above ground utilities
- Existing structures including building, fences, retaining walls, impervious surfaces, roads, curbs, and items of similar nature
- Utility easements based on client-provided easement document and/or title commitment
- Inverts of existing inlets and manholes immediately upstream and downstream
- Sidewalks/edge of pavement
- Existing trees (4"+ dbh) noted with genus or wood stands (grouping of 15 trees or more with a continuing canopy coverage)
- Top-of-Bank along waterways with full stream information at proposed crossings (within 100' from roadway centerline)
- Flagged wetland areas based on jurisdictional determination
- Include US 25 along property frontage

The horizontal and vertical data will be tied to Kentucky North Zone, NAD 83, NAVD 88, US feet. A minimum of two permanent benchmarks will be set in existing pavements/poles or other permanent hard feature and shall include the northing, easting, and elevation noted on the plan. A signed PDF of the survey is to be provided, along with the AutoCAD format file and the points file associated with the field survey. A 3d surface file in XML format will be provided.

Exclusive of the delineated wetland areas, Endris shall be allowed to mechanically clear weeds and small undergrowth from the property in order to make the necessary survey measurements.

Task 8.2 Private Utility Locating

Underground utilities will be located using ground-penetrating radar, electromagnetic, and/or sonde locating equipment. If utilities are non-metallic and tracer wires/tape are not installed, all effort will be made to locate these items with ground-penetrating radar (GPR) and/or locating sondes, but results cannot be guaranteed. All utilities will be indicated on the ground with marking flags and/or paint as per national color code. A pdf report with pictures and a non-survey grade, color coded map will be provided. Depths can be given upon requests but are not guaranteed.

Task 8.3 Preliminary Subdivision Plat

The subdivision plat will include the creation of up to 15 lots. As part of the plat process, Endris will represent the preliminary plat at three LFUCG Planning meetings (Technical Review, Subdivision Committee and Planning Commission). Property corner 'pins' will not be set for the preliminary plat stage.

Task 8.4 Final Subdivision Plat

The subdivision plat will include the creation of up to 15 lots. As part of the plat process, Endris will represent the plat at three LFUCG Planning Meetings (Technical Review, Subdivision Committee and Planning Commission). Property corner 'pins' will be set prior to the recording of the final record subdivision plat.

Task 8.5 Public Infrastructure As-Built Survey

The as-built survey will include the as-built location and elevation of roadways, sanitary sewer structures, storm sewer structures and surface detention ponds. Construction layout is not included in this proposal.

Task 8.6 Ground Surface As-Built Survey

The as-built surface survey will include 1' contour interval over the 200-acre parcel and will be performed by photogrammetric or aerial LIDAR methods – not ground survey.

Task 9: Geotechnical Investigation Report

Geotechnical investigations beyond the 2018 study will assist the plan development. Additional borings in key locations identified below will help prepare the site engineering and future tenant development. This task has an estimated duration of nine weeks.

70 Total Borings

- 21 borings along the proposed roadway alignments at approximately 400-ft centers and at the two box culverts (assume average depth of 15 ft with 10 ft of rock coring at seven of the borings)
- 14 borings at proposed stormwater detention basins (assume 15 ft each boring with no rock coring)
- Two borings at proposed pump stations (assume 40 ft at each with rock coring)
- Eight borings at the two existing sinkholes/depressions (assume average of 20 feet of drilling with 10 of rock coring at two borings)
- 25 borings within proposed parcels (assume average depth of 20 ft with 5 ft of rock coring at 5 borings)

Geotechnical Report will include:

- Description of the subsurface conditions encountered including individual boring logs, a boring plan, and laboratory testing results.
- A discussion of the local geology and potential geologic hazards.
- Remarks regarding the presence of unstable overburden, fill, bedrock or groundwater within the depths of exploration, if any, and their potential impact on proposed construction.
- Recommendations for site preparation and earthwork activities, including new fill criteria, soil compaction requirements and recommended slope inclinations.
- Recommendations for foundation design and construction, including type and allowable bearing pressures.
- Recommendations for seismic site classification based on the criteria presented in Section 1613.3.2 of the International Building Code.
- Recommendations for new pavement design and construction.

- Recommendations for design of below-grade walls.
- Recommendations for repairing the two previously noted sinkholes at the site plus any others identified during the study.
- Recommendations to address potential impact of groundwater, if necessary.

Optional Task: Geophysical Investigation

If desired, we can include a geophysical investigation at the two known sinkholes/depressions at the site. The geophysical study would be performed prior to drilling so the planned boring locations in these areas could be strategically located to investigate anomalies observed during the geophysical study, if any. Based on our experience, we believe electrical resistivity (ER) would be an appropriate geophysical technique for this site. This non-invasive method consists of measuring the apparent resistivity of the subsurface materials along a line using electrodes and a current source. The apparent resistivity value can be used to estimate material type and groundwater presence. The result is a profile that can be used to help assess irregularities in the bedrock surface and detect incipient ravel zones (i.e., sinkholes in the formative process that have yet to reach land surface). We propose to perform ER testing along three test lines at each of the two known sinkholes at the site in an attempt to confirm solution weathering of the bedrock and delineate potential repair limits. This task would add an additional 12 days to the estimated duration.

Exclusions:

- LEED or other rating system certification and documentation
- Services above and beyond those stated above such as additional meetings or site visits
- Site Lighting
- Signature Monuments / Amenity Plantings
- Review, permit, application, or mitigation, fees
- Bonds
- Multiple bid packages or phases beyond stated above
- Bid alternates
- Additional renderings and marketing exhibits beyond those listed above
- Regulatory agency coordination beyond normal submittal and approval processes
- Construction and/or utility staking
- Retaining wall design
- Air quality permit application
- Irrigation plans
- Cost estimating beyond what is stated above
- Off-site roadway or utility improvements

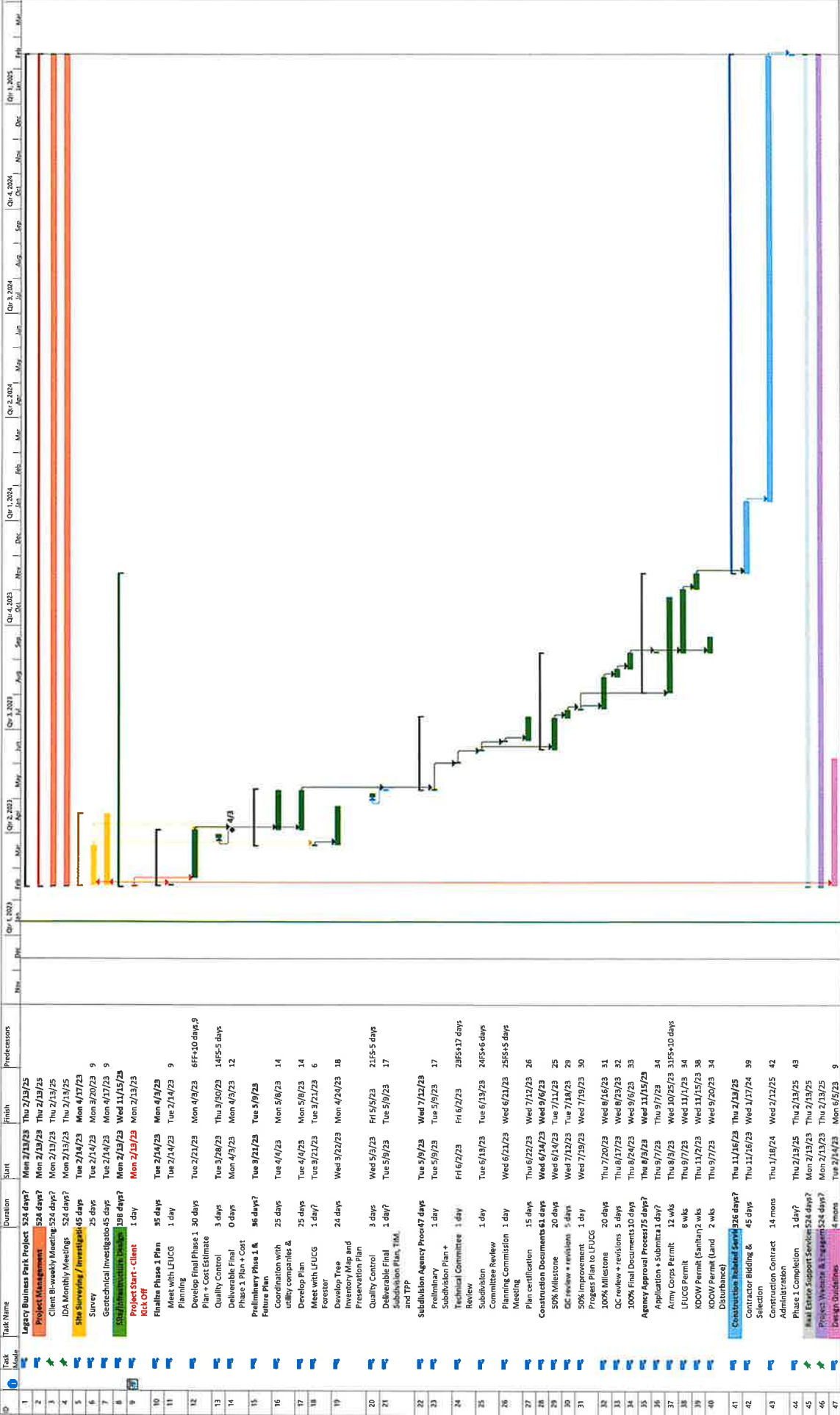
Additional Services:

Gresham Smith has attempted to identify all tasks necessary to accomplish your objectives. If there is additional work or meetings you want Gresham Smith to assist you with that have not specifically been described in this Scope of Services, we will negotiate a fee, or after the Client's authorization, will perform this work in accordance to our hourly rate schedule.

EXHIBIT "D"

Legacy Business Park Schedule

LFUCC Legacy Business Park Schedule



Timeline as shown is accelerated and is dependent upon agency and client review. Agency review timelines are outside of Gresham Smith control.



EXHIBIT "E"

Legacy Business Park Engineering Fees

Legacy Business Park Engineering Fees - Revision 1
 Draft 1/18/2023



Task:	Description:	Revised Cost:
1	Project Management	\$92,100
	1.1 Client Communication and Progress Meeting	
	1.2 Ongoing Communication and Team Coordination	
	1.3 Monthly Progress Reports and Invoices	
2	Site Infrastructure Design	\$1,165,600
	2.1 Finalize Phase 1	
	2.2 Preliminary Phase 1 and Future Plan Development	
	2.3 Preliminary Subdivision Plan + Application	
	2.4 Construction Documents for Phase 1 & 2	
	2.4.1 Site Infrastructure	
	2.4.2 Signal Design	
	2.4.3 Municipal Lift Station	
	2.5 Agency Approval Process	
3	Zone Change	\$34,200
4	Project Website & Community Updates	\$52,100
5	Real Estate Support Services	\$27,900
6	Design Standards	\$80,000
7	Construction Related Services for Phase 1	\$532,000 hourly not to exceed
	7.1 Contractor Bidding & Selection	
	7.2 Construction Contract Administration for Phase 1	
8	Survey	\$150,000
9	Geotech	\$95,100

Total Project Cost:	\$2,229,000
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DBE Breakdown:	Fee	%
Third Rock	\$156,700	7.0%
Rasor	\$19,722	0.9%
Athena (KS Ware)	\$95,031	4.3%
Total	\$271,453	12.2%