

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of January ____, 2023 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statutes (**OWNER**), and ELEMENT DESIGN, PLLC, a Kentucky limited liability company (**PROFESSIONAL**) (collectively known as the **PARTIES**). **OWNER** intends to proceed with design services in Lexington, Kentucky as described in Exhibits A, B, and C to this Agreement. The services are to include engineering, architecture, and landscape architecture for the city as contemplated in the **OWNER**'s Newtown Pike Extension (Oliver Lewis Way) Bus Station Design Scope dated October 2021 (Exhibit "A"). The services are hereinafter referred to as the "Project".

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of the services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its Response to the Newtown Pike Extension (Oliver Lewis Way) Bus Station Design Scope dated October 2021 (Exhibit "B") and the Kentucky Transportation Cabinet LPA Price Contracting Selection Process (Exhibit "C").

PROFESSIONAL shall provide the services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below, and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto and as necessary to complete the Project.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: Newtown Pike Extension (Oliver Lewis Way) Bus Station Design Scope dated October 2021 (**Exhibit "A"**); **PROFESSIONAL'S** Response to Exhibit A dated January 17, 2022 (**Exhibit "B"**); and Kentucky Transportation Cabinet LPA Price Contracting Selection Process (**Exhibit "C"** which includes the following documents: (1) a memo to Charlie Lanter, LFUCG Grants and Special Programs from Doug Burton, LFUCG Division of Engineering with reference to Agreement Between Commonwealth of Kentucky Transportation Cabinet Department of Highways and Lexington-Fayette Urban County Government Item No. 7-593 Supplemental Agreement No. 6; (2) an approval email from Shane Tucker, Project Manager, Planning Section, KYTC Department of Highways, District Seven; (3) a Kentucky Transportation Cabinet Local Public Agency (LPA) Price Contract Selection Form; (4) a copy of the Agreement Between Commonwealth of Kentucky Transportation Cabinet Department of Highways and Lexington-Fayette Urban County Government Item No. 7-593 Supplemental Agreement No. 6; and (5) a copy of Urban County Council Resolution 144-2021).

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Exhibit A, then Exhibit B, and then Exhibit C.

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as project manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Provide design services and deliverables as described in Exhibit A and Exhibit B.

This Agreement, together with the Exhibits identified above, constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than provided by the express intent 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 **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions

pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.
- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary "Additional Services" as stipulated in Section 2 of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence for all phases of the Project. Notwithstanding anything to the contrary, the **PARTIES** hereby agree that **PROFESSIONAL** has 120 days after execution of this Agreement to complete the design phase of the Project set forth in Exhibit "B".
- 4.2. The provisions of this Section 4 of this Agreement and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
- 4.3. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within ten (10) days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the **PARTIES**, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5 of this Agreement, shall apply in the event the **PARTIES** cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee(s) set forth in Section 5 of this Agreement shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the **PARTIES** cannot mutually agree upon an adjustment of fee.

- 4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the **PARTIES** cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the Project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 **OWNER** shall pay **PROFESSIONAL** for the services in connection with this Project provided by the express intent of this Agreement in accordance with the negotiated cost of services established in Exhibit B, in an amount not to exceed \$32,600.00, unless otherwise agreed to by the **PARTIES** by change order duly approved by **OWNER** and subject to any necessary appropriations being made by the Urban County Council.

5.1.1.a All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc., disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job).

5.2. Times of Payment.

5.2.1. **PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for the services and any "Additional Services" rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee set forth in Section 5.1.1 above as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work

provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1 above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including drawings and specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for

wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The **PARTIES** hereto agree that causes of actions between the **PARTIES** shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

6.6.1. The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by engineers or landscape architects prevailing at the time, place and under similar conditions as the services hereunder are rendered.

6.6.2. The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though drawings and specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.8. Access to Records.

The **PROFESSIONAL** and its sub-professionals shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

6.9.1. DEFINITIONS

The **PROFESSIONAL** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **PROFESSIONAL** to the **OWNER**.

As used in these Risk Management Provisions, the terms “**PROFESSIONAL**” and “**OWNER**” shall be defined as follows:

- a. PROFESSIONAL** means the professional and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Professional hereby 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 Professional or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Professional") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Professional shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Professional's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Professional; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Professional hereunder (and to the fullest extent permitted by law), Professional shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Professional in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Professional shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable

attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. Professional acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Professional in any manner.

6.9.3. FINANCIAL RESPONSIBILITY

The **PROFESSIONAL** understands and agrees that the **PROFESSIONAL** shall, prior to final acceptance of the **PROFESSIONAL'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

PROFESSIONAL shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by PROFESSIONAL. The cost of such insurance shall be included in any proposal:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (including Products/Completed Operations)	\$1 million per occurrence, \$2 million aggregate
Commercial Automobile Liability	\$1 million per occurrence
Professional (E&O) Liability	\$1 million per claim
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the Commercial General Liability Policy and Commercial Automobile Liability Policy.
- b. The Commercial General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The Commercial General Liability Policy shall include Business Interruption coverage.
- d. The Commercial General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by OWNER.
- e. The Commercial General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained, unless it is deemed not to apply by OWNER. (OWNER does not need to be named as additional insured).
- f. OWNER 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.
- g. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, PROFESSIONAL shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- h. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. 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.

6.9.4.2. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

6.9.4.3. Right to Review, Audit and Inspect

PROFESSIONAL understands and agrees that OWNER may review, audit and inspect any and all of PROFESSIONAL'S records and operations to insure compliance with these Insurance Requirements.

6.9.5. SAFETY AND LOSS CONTROL

PROFESSIONAL shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and OWNER.

6.9.6. DEFINITION OF DEFAULT

PROFESSIONAL understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. PROFESSIONAL also agrees that OWNER may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging PROFESSIONAL for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the PROFESSIONAL agrees as follows:

- 7.1. The PROFESSIONAL will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The PROFESSIONAL will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The PROFESSIONAL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2 The PROFESSIONAL will, in all solicitations or advertisements for employees placed by or on behalf of the PROFESSIONAL, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to Section 3.4 of this Agreement, **OWNER** has assigned its Director of Parks and Recreation, or his or her designee, (**OWNER'S** Agent) as the authorized representative to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

8.2. 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 **OWNER** or **PROFESSIONAL**.

8.3. UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.4. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the **PARTIES** hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
MAYOR

Date: _____

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (Element Design, PLLC):

Signature: _____

Printed Name: _____
Ramona Fry

Position: _____
Principal

Date: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me by

_____ as _____ for

and on behalf of _____, on this the _____ day of

_____, 20____.

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE, KY

EXHIBIT "A"

**Newtown Pike Extension (Oliver Lewis Way)
Bus Station Design Scope dated October 2021**

EXHIBIT "B"

PROFESSIONAL'S Response to Exhibit A dated January 17, 2022

EXHIBIT “C”

Kentucky Transportation Cabinet LPA Price Contracting Selection Process

(which includes the following documents: (1) a memo to Charlie Lanter, LFUCG Grants and Special Programs from Doug Burton, LFUCG Division of Engineering with reference to Agreement Between Commonwealth of Kentucky Transportation Cabinet Department of Highways and Lexington-Fayette Urban County Government Item No. 7-593 Supplemental Agreement No. 6; (2) an approval email from Shane Tucker, Project Manager, Planning Section, KYTC Department of Highways, District Seven; (3) a Kentucky Transportation Cabinet Local Public Agency (LPA) Price Contract Selection Form; (4) a copy of the Agreement Between Commonwealth of Kentucky Transportation Cabinet Department of Highways and Lexington-Fayette Urban County Government Item No. 7-593 Supplemental Agreement No. 6; and (5) a copy of Urban County Council Resolution 144-2021)