

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 24th, 2026 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and SOLAR ENERGY SOLUTIONS LLC. (**PROFESSIONAL**). **OWNER** intends to proceed with a roof-mounted solar photovoltaic systems in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include design and installation of solar photovoltaic systems for the city as described in the **OWNER**'s Request for Proposal No. 4-2026. 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 design and installation 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 Request for Proposal No. 4-2026.

PROFESSIONAL shall provide design and installation of solar photovoltaic systems 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.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

RFP No. 4-2026 with Addenda (Exhibit "A")
PROFESSIONAL'S proposal dated 3/8/2026 (Exhibit "B"), 151 pages

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 4-2026 (Exhibit "A"), followed by the provisions of Exhibit "B".

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 supplemental documentation, as requested by the **OWNER**, to substantiate the system design conforms to **OWNER'S** requirements and use of allowance.

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 Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.
- 4.2. The provisions of this Section Four (4) 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 30 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, under DISPUTES, 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 or fees 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.

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 **PROFESSIONALS**, 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, including **PROFESSIONALS**, 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**.

6.8. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records relating to this service agreement, 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.

The Risk Management Provisions of RFP No. 4-2026 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

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 subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized 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

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: Linda Gorton
MAYOR

Date: 3/8/2020

ATTEST:

Deputy
MacKenzie Stock
CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (SOLAR ENERGY SOLUTIONS LLC):

Signature: Nick Bowman

Printed Name: Nick Bowman

Position: Estimating and Proposal Manager

Date: 03/25/2026

COMMONWEALTH OF KENTUCKY
COUNTY OF (Fayette)

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

Nick Bowman as Estimating and Proposal Manager for

and on behalf of Solar Energy Solutions, on this the 25th day of

March, 2026.

My commission expires: 2/8/27

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY
4862-8745-9509, v. 1

