

# SERVICES ORDER AGREEMENT

This agreement (herein referred to as "SOA") is made as of \_\_\_\_\_ (Date) by and between Quality Counts LLC (QC) and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG) ("Client"), an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statutes having an address of 200 E Main St, Lexington, KY 40507. In addition to the terms and conditions contained herein, the scope of work and compensation for this agreement are contained in the attached and incorporated estimate.

- (1) **LIMITATION OF LIABILITY:** CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE WORK, QC'S AGGREGATE JOINT, SEVERAL, AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE OR STRICT LIABILITY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE FEES OBTAINED THROUGH THE PERFORMANCE OF WORK REQUIRED BY THE APPLICABLE ORDER OR \$2,000,000.00, WHICHEVER IS GREATER. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- (2) **LIMITATION OF REMEDY:** CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST QC'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS OR OWNERS, AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST QC.
- (3) **WAIVER OF CONSEQUENTIAL DAMAGES:** NEITHER QC NOR ANY OF ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES, OR LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER THEORY OF LAW.
- (4) **Indemnity:** To the extent allowable by law, Client and QC shall hold harmless, indemnify, defend, and reimburse one another from and against any and all liability, damages, claims, costs or expenses (collectively "damages"), to the extent damages result from the negligence of either party. In the event of concurrent negligence, the parties agree to be responsible for any damages on a comparative fault basis. This shall not be deemed a waiver of sovereign immunity or any other third party defense.
- (5) **Direct Expenses:** QC's direct expenses shall be those costs incurred on or directly for the Client's order, including but not limited to necessary and reasonable transportation or travel costs. These costs shall be invoiced to Client in the same manner and subject to the same terms and conditions as the services authorized herein.
- (6) **Termination:** Either party may terminate this Agreement by giving seven (7) days written notice to the other party. In such event, Client shall pay QC in full for all work previously authorized and performed prior to effective date of termination as well as any unavoidable expenses incurred prior to termination. If this Agreement is not terminated in accordance with the requirements of this provision, relationships and obligations created by this Agreement, excepting the Limitation of Liability, shall be terminated upon completion of all applicable requirements of this Agreement.
- (7) **Payment:** Notwithstanding anything to the contrary contained herein, it is understood and agreed that Client shall pay QC within a period of 60 days from receipt of invoice or upon receipt of funds from Owner, whichever occurs first. Should QC retain legal services to enforce the requirements of this provision, the parties agree that QC shall be entitled to recover reasonable attorneys' fees, in addition to any other recoverable amounts.
- (8) **Authorization to Proceed:** Electronic agreement to these terms and conditions shall be construed as agreement to all terms and conditions contained herein and authorization to proceed with the services contained in the order; all work subsequently performed for Client by QC shall be governed by these terms and conditions.
- (9) **Standard of Care:** Quality Counts shall perform its services with the same reasonable standard of care as exercised by members of the same profession operating in the same region at the same time. However, Quality Counts makes no other warranties with regards to the services provided.

This agreement upon signature of client will represent approval of SOA terms as written above.

This SOA governs the relationship between QC and Client in connection with the project described as

\_\_\_\_\_  
Client project number or name  
\_\_\_\_\_  
QC order number

CLIENT Signature

Date

Position - Printed Name

Mayor Linda Gorton

QC Signature

Date

Position - Printed Name

J. D. McCondy  
Vice President / Jay McCondy

10/09/23