

**AGREEMENT  
PROFESSIONAL SERVICES  
FOR  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

THIS AGREEMENT is made and entered into as of by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "LFUCG"), and **MKSK**, with offices at 462 South Ludlow Alley, Columbus, OH (hereinafter the "Consultant").

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, LFUCG and the Consultant agree as follows:

1. **SCOPE OF SERVICES.**

CONSULTANT shall perform professional services as hereinafter stated that include customary Landscape Architectural and subconsultant civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.1 South Limestone / Vine Street Site Amenities:

- a. Additional meetings, submittals and reviews with KTC, management of LPA check list, documentation requirements, and project management over the course of the additional 12 months required to complete the process:
  - i. MKSK (\$5760)
  - ii. SAI (\$2057.14)
  - iii. GOP (\$555)
  - iv. Reimbursable Expenses, MKSK (\$1089.58)
- b. Structural Engineering of Identity Markers:
  - i. GOP(\$272.50) shared cost with Cheapside-Main

- c. Structural Engineering for Vine Street Transit Shelter foundations due to field conditions:
  - i. GOP (\$2470)
- d. South Limestone Rain Garden Fence design options, structural engineering, and construction documentation:
  - i. MKSK (\$2550)
  - ii. GOP (\$370)
- e. Graphic Design of South Hill, Vine Street, and Collegetown icons:
  - i. Brownstone ((\$1367.50) shared cost with Cheapside-Main
- f. Construction documentation of graphic elements
  - i. Brownstone (\$5017.50)
- g. South Limestone / Vine Street Site Amenities Cost Summary:
 

MKSK	\$ 8,310.00
SAI	\$ 2,057.14
GOP	\$ 3,667.50
Brownstone	\$ 6,331.56
<u>Expenses</u>	<u>\$ 1,089.58</u>
Total	\$21,455.78

1.2 Additional tasks provided at an estimated maximum of \$10,000.

- a. Preparation and attendance at preconstruction meeting.
- b. Technical review and documentation requested as a result of contract-related requests.
- c. Attendance at work progress meeting (as approved and directed by LFUCG).
- d. Maintain Project FTP site and prepare electronic transfers of project documentation as necessary to facilitate the contractor's (and/or LFUCG's) responsible design and documentation.
- e. Review shop drawings and product data submittals.
- f. Assist with change order s, field directives, and other Owner authorized scope changes.
- g. Conduct occasional work progress site visits and in-office documentation to monitor construction compliance with contract documents.
- h. Conduct substantial completion reviews and Pre-final and Final site inspections including punch list preparation and memos.
- i. Assist with documentation for grant reimbursement.

2. **COMPENSATION.** The professional services included herein shall be provided at a cost not to exceed \$31,455.78 payable in monthly installments for actual work performed..

3. **TERM.** The term of engagement shall commence at the time of signing and shall terminate on September 30, 2014. Subject to the availability of budgeted funds, LFUCG may choose to extend or renew this engagement under the same terms and conditions by notifying the Consultant in writing at least thirty (30) days prior to the expiration of the original engagement period.

4. **CANCELLATION.** LFUCG, through its Council, the Mayor or his designee, may cancel the engagement for services for any reason, and without any liability therefore, upon giving the Consultant thirty (30) days prior written notice sent to the last known address of the Consultant. Upon cancellation, LFUCG shall pay the Consultant on the basis of the actual services satisfactorily performed and reasonable costs incurred up to the time of the cancellation as calculated by LFUCG.

5. **INDEMNIFICATION AND INSURANCE.** The Consultant or any of its agents or subcontractors to the extent permitted by law, agrees to defend, indemnify and save harmless LFUCG, its employees, volunteers and elected officials, from and against all damages resulting from or arising out of any negligent action relating to the provision of the services specified herein. Indemnification will include, in addition to the above, reasonable attorney's fees, costs related to investigation and defense and any other expenses related to any such claim, action or proceeding. The Consultant will not be liable for such damages resulting from or arising out of any negligent act of LFUCG, its agents, and employees. The Consultant will provide and maintain in force at all times during the term of the services contemplated herein Commercial General Liability Insurance and Errors and Omissions Coverage against claims which may arise from or in connection with the work performed in the principal amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, per policy year, for any claim, act or omission in providing those services. Additionally, the Consultant will maintain during the term of the services Commercial Automobile Liability Insurance coverage with combined single limits of not less than \$1,000,000 per occurrence. Said policies shall name "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest," as "additional insureds." The Consultant will also maintain Workers Compensation Insurance as required by the Kentucky Revised Statutes and Employer Liability Coverage equal to \$1,000,000. All policies of insurance shall be placed with an insurer authorized to do business in the Commonwealth of Kentucky with a rating classification of no less than VIII, as defined by the most current Best's Key Rating Guide. The policy will provide that

such insurance will not be cancelled, modified or permitted to lapse without thirty (30) days prior written notice to LFUCG.

6. **INDEPENDENT CONTRACTOR.** The Consultant acknowledges that and agrees that its employees or agents are not employees of LFUCG for any purpose whatsoever. Simon is an independent contractor at all times during the performance of the services specified.

7. **ASSIGNMENT.** The Consultant will not assign the performance of its services under this agreement without the prior written approval of the Mayor or his designee.

8. **APPLICABLE LAW.** The terms of this engagement shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. Any ambiguity is to be construed in favor of LFUCG.

9. **AMENDMENTS.** This Agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

**IN WITNESS WHEREOF,** the parties hereto have affixed their hands and seals the day and year first above written.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY \_\_\_\_\_  
**JIM GRAY, MAYOR**

ATTEST:

\_\_\_\_\_  
Meredith Nelson  
Clerk of the Urban County Council

**MKSK**

Signed \_\_\_\_\_

Title \_\_\_\_\_