

PROFESSIONAL SERVICE CONSULTANT AGREEMENT

THIS AGREEMENT made on February 14, 2012, and entered into by and between the **CITY OF LEXINGTON, P.O. BOX 70, 405 E 7TH STREET, LEXINGTON, NE 68850-0070** (hereinafter referred to as the OWNER) and **OLSSON ASSOCIATES, 201 E. 2ND STREET, GRAND ISLAND, NE 68801** (HEREINAFTER REFERRED TO AS THE Consultant) WITNESS THAT:

WHEREAS, the OWNER and the Consultant are desirous of entering into an agreement to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981, the State of Nebraska Department of Economic Development (DED) is authorized by the Federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the OWNER, as part of its 2010 CDBG grant agreement with DED, under Contract No. 09-DTR-104 has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this agreement is authorized as part of the OWNER's approved CDBG program, and

WHEREAS, it would be beneficial to the OWNER to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be provided by the Parties

- a. The Consultant shall complete in a manner consistent with customary engineering standards the work activities described in the Scope of Work (Attachment #1 to this agreement).
- b. The OWNER will provide such assistance and guidance as may be required to support the objectives set forth in Item 3 below.

2. Time of Performance

The effective date of this agreement shall be the date the parties sign and complete execution of the agreement. The termination date of the agreement shall be August 12, 2012, unless the grant period is extended by program amendment.

3. Consideration

The OWNER shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 to the agreement for all allowable expenses agreed upon by the parties to complete the Scope of Work. The total amount reimbursed by the OWNER will be invoiced at the hourly rates as outlined, not to exceed Twenty Four Thousand Five Hundred Dollars (\$24,500.00) for engineering services. The resident construction services shall be in addition to the design fee and shall be charged at the hourly rates as outlined, not to exceed Twenty Three Thousand Three Hundred Dollars (\$23,300.00) for 8 calendar weeks of service. Reimbursement under this agreement shall be based on billings, supported by appropriate documentation.

It is also understood that this agreement is funded in whole or in part with CDBG funds through the State of Nebraska Community Development Block or Grant Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Access to and Maintenance of Records

The CONSULTANT agrees to maintain such records and follow such procedures as may be required under HUD Community Planning and Development (CPD) subpart J, 570.502 (paragraph a.16.) and 24CFR85.42 (paragraphs (b) and (c)) and any such procedures that the department may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this agreement and work undertaken under this agreement shall be retained by the CONSULTANT for a period of three years after the final audit of the OWNER's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the OWNER shall request a longer period for record retention.

The OWNER, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the CONSULTANT involving transactions to this local program and agreement.

5. Relationship

The relationship of the Consultant to the OWNER shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to exclude agreements or to make commitments on behalf of the OWNER and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the OWNER and the Consultant.

6. Suspension, Termination and Close-out

If the Consultant fails to comply with the terms and conditions of this agreement the OWNER may pursue each remedies as are legally available including, but not limited to the suspension or termination of this agreement in the manner specified herein:

- a. Suspension – If the Consultant fails to comply with the terms and conditions of this agreement, or whenever the Consultant is unable to substantiate full compliance with the provisions of this

agreement, the OWNER may suspend the agreement pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the OWNER and is able to substantiate its full compliance with the terms and conditions of this agreement. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the agreement except;

- (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
- (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this agreement, otherwise allowable costs; incurred during the period of suspension will be allowed.
- (3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the OWNER shall pay the Consultant for work performed to the satisfaction of the OWNER, in accordance with the percentage of the work completed.

b. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this agreement and any of the following conditions exist;

- (1) The lack of compliance with the provisions of this agreement are of such scope and nature that the OWNER deems continuation of the agreement to be substantially detrimental to the interests of the OWNER;
- (2) The Consultant has failed to take satisfactory action as directed by the owner or its authorized representative within the time specified by the same;
- (3) The Consultant has failed within the time specified by the OWNER or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this agreement; then, the OWNER may terminate this agreement in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds - This agreement may also be terminated in whole or in part;

- (1) By the OWNER, with the consent of the Consultant, or by the Consultant with the consent of the OWNER, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- (2) If the funds allocated by the OWNER via this agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- (3) In the event the OWNER fails to pay the Consultant promptly or within sixty (60) days after invoices are rendered, the OWNER agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the OWNER shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

(4) The OWNER may terminate this agreement at any time giving at least ten (10) days notice in writing to the Consultant. If the agreement is terminated for convenience of the OWNER as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The OWNER may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the OWNER and the Consultant shall be incorporated in written amendments to this agreement.

8. Personnel

The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees or have any contractual relationship to the OWNER.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this agreement shall be subcontracted without prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written agreement or agreement and shall be subject to each provision of this agreement.

9. Assignability

The Consultant shall not assign any interest on this agreement, and shall not transfer any interest on this agreement (whether by assignment or novation), without prior written consent of the OWNER thereto; Provided, however, that claims for money by the Consultant from the OWNER under this agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.

10. Reports and Information

The Consultant, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred in connection therewith, and any other matters covered by this agreement.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the OWNER.

12. Copyright

No report, maps, or other documents produced in whole or in part under this agreement shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the OWNER harmless with respect to any damages arising from any tort done in performing, any of the work embraced by this agreement.

14. Executive Order 11246

Not Applicable.

15. Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this agreement will comply with the provisions of said Section 3. The parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The consultant will send to each labor organization or representative or workers with which he has collective bargaining agreement or other agreement or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance,

take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 15. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a complimentary statement of ability to comply with the requirements of these regulations;

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and agreements or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

f. Additional Section 3 requirements: A. *The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.* B. *The parties to this agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.* C. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set for the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.* D. *The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.* E. *The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.* F. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD assisted contracts.* G. *With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 4503) also applies to the work to be performed under this agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of agreements and sub-agreements shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

18. Age-Discrimination Act of 1975, As amended (42 U.S.C. 6101, et.seq.).

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).

The law provides that no otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

21. Conflict of Interest

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontract to this agreement. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration for the recipient's program or project. These exceptions are granted by DED.

22. Audits and Inspections

The OWNER, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this agreement, by whatever legal and reasonable means are deemed expedient by the OWNER, DED, the State Auditor, and HUD.

23. Hold Harmless

The Consultant will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Consultant will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

Consultant will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

Neither Consultant's authority to act under the Contract Documents nor any decision made by Consultant in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of

Consultant to Contractor, any subcontractor, any supplier, or any other person or organization performing any of the work or to any surety for any of them.

Unless otherwise agreed to in writing between Consultant and OWNER, Consultant shall be under no duty to undertake responsibility or liability for the performance or furnishing of work or services not expressly or specifically required of Consultant herein.

24. Limitation of Liability

To the maximum extent permitted by law, Consultant's liability for OWNER's damages for any cause or combination of causes will, in the aggregate, not exceed the compensation received by Consultant under this Agreement. This article takes precedence over any conflicting article of the Agreement or any document incorporated into it or referenced by it.

This agreement contains all terms and conditions agreed to by the OWNER and the Consultant. The attachments to this agreement are identified as follows:

- Attachment #1, Scope of Work
- Attachment #2, Schedule of Fees

WITNESS WHEREOF, the OWNER and the Consultant have executed this agreement as of the date and year last written below.

CITY OF LEXINGTON

**OLSSON ASSOCIATES,
CONSULTING ENGINEERS**

By _____

By _____

Title: _____

Title: _____

Date _____

Date: _____

ATTACHMENT "1" to PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND OLSSON, DATED February 14, 2012

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an attachment to and made a part of the Professional Services Agreement dated February 14, 2012 between the City of Lexington ("Client") and Olsson Associates ("Olsson") providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

1.0 PROJECT INITIATION/ADMINISTRATION

1.1 A project kick-off meeting will be conducted with city staff, landscape architect, and engineer to refine project scope, review the project site, identify specific goals, determine area to be surveyed, establish schedule for completion, and establish channels of communication.

1.1.1 Current assumed scope of work as previously discussed with Owner:

1.1.1.1 Design Gateway/Archway near the Washington Street and Highway 30 Intersection.

1.1.1.2 Evaluate light pole bases (27) in downtown area. Redesign light pole bases and hardscape around lights.

1.1.1.3 Design standard planter detail to be constructed in various locations around downtown.

1.1.1.4 Infill Development, vacant lot at 5th and Washington: Sandblast and paint the existing walls, provide grading and hardscape plan for the lot.

1.2 Coordinate with Client's representative for the project. Olsson shall attend two (2) additional meetings with city staff. One to present the design options, and the second to present the final plans.

1.3 Provide general administrative services to manage and support the design of the project.

2.0 DESIGN SERVICES

2.1 Olsson will provide some topographic survey of the project site. Survey work will be completed around the archway and the infill development area. Locations of light poles will also be surveyed to verify location and elevation of light pole bases. Survey work of curb and gutter lines, buildings, or sidewalks throughout the downtown area is not anticipated.

2.2 Detailed description of assumed design work:

LIGHT POLE BASES

There is deterioration of the concrete bases of the decorative light poles. The City and Olsson Associates will discuss if the concrete bases need to be removed and replaced or if there is other repairs or covers that may be installed around the bases. If it is determined that the concrete base of the light poles must be replaced, the following scope of services shall be provided by Olsson Associates under this contract:

1. The number and location of the poles bases that shall be replaced shall be determined jointly by the City of Lexington and Olsson Associates.
2. The City of Lexington shall remove the light poles and fixtures and store them at their site.
3. Olsson will provide a maximum of two typical construction details for the reconstruction of the light pole bases. Periodic field supervision for the reconstruction of no more than 30 replacement bases shall be provided. All attempts shall be made to preserve the existing electrical conduit within the existing bases.
4. Olsson shall provide construction documents that control the extent of the removal of existing concrete sidewalk around the replaced light pole bases. Olsson will provide three design alternatives and construction documents for one selected design that provides decorative concrete pavers as a replacement of the removed concrete sidewalk
5. The City of Lexington shall replace the stored light poles and fixtures onto the new bases, provide and connect all wiring, grounding, etc.

SIDEWALK PLANTERS

The City of Lexington would like to provide in-ground, permanent, seat wall height planters within the downtown core. There are many alternatives to provide for this goal. Olsson will provide the following scope of services in attainment of that goal:

1. Olsson shall provide three design alternatives of various planters to be submitted to the City. Upon direction from the City, Olsson will proceed with construction documents for up to two of the selected planter designs. The location of these planters shall be determined at the stakeholder meetings. Field supervision for the construction of not more than 16 planters shall be provided by Olsson associates. All attempts shall be made to preserve the existing utilities function within the planter areas. If utilities are affected by the installation of the planters due to the selected planter locations, the City of Lexington shall pay for repair or replacement the utilities.
2. Olsson shall provide plant material selections, construction and maintenance documents and periodic field supervision of the installation of these planters.

ENTRANCE SIGN

The City of Lexington Master plan for downtown envisions an Over-The-Street-Arching Entrance Sign at the intersection of Highway 30 and Washington Street. In order to attain this goal, Olsson Associates shall provide the following scope of services:

1. Olsson will provide three design alternatives at the first stakeholders meeting for the structure as it relates to location and site distance around the street scape.
2. Olsson will provide one final design for the sign and the street scape around the sign. This final option will be submitted to the owner for approval before final construction documents are completed.
3. Olsson will provide construction documents and periodic field observation for the installation of the sign. This will involve the landscape architects, structural engineers, and civil engineers of Olsson associates. If the City chooses a sign or archway that involves lighting, clock, or other options that require an electrical engineer, these services will be provided as "additional services".

IMPROVEMENTS LOCATED AT 5th AND WASHINGTON

The City of Lexington Masterplan for the downtown envisions the temporary beautification of this corner through the use of landscaping and mural art on the adjacent buildings. In order to attain this goal, Olsson Associates shall provide the following scope of services:

1. Olsson will provide three design alternatives at the first stake holders meeting for the hard scaping and the murals within this temporary park.
 2. Olsson will provide one final design for this park area. This final design will be submitted to the owner for approval before final construction documents will be created.
 3. Olsson will provide construction document and periodic field observations for the installation of the improvements to the park.
 4. Landscaping and plantings are not included as part of this project.
- 2.3 Prepare detailed drawings and technical specifications for the proposed construction work and for equipment and materials required under the contract. The documents will be prepared for construction by a private contractor as contracted with by the Client. The specifications shall contain contracts, bid forms, bidding instructions, General or Supplementary Conditions, and contract item specifications. It is anticipated that the project drawings shall consist of the following:
- Cover Sheet
 - 2-Plan sheets showing location of archway, footing design, and construction details.

- 2 – Plan sheets using an aerial photo as the background to show locations of all light poles. 1- plan sheet showing typical construction details for the light pole bases and hardscaping around the lights.
 - 2- Plan sheets using an aerial photo as the background to show the proposed locations of planters that are to be constructed. 1-plan sheet showing planter construction details and a listing of potential flowers/plants that can be installed in the planters by the City. (Actual plantings will not be included in this project.)
 - 2-Plan sheets showing the infill development area at 5th and Washington. These sheets will contain a grading plan, hardscaping, details, and painting plan for the walls.
- 2.4 Olsson shall present complete plans and specifications to the City for review and approval. Any comments shall be incorporated into the final draft of the Contract Documents.
- 2.5 Olsson will assist the City to advertise and receive bids from potential contractors to complete the work. Olsson will attend the bid opening, tabulate the bids, and present a bid summary to the City.
- 2.6 Olsson will provide digital graphics to the City for use in communicating design and progress to the public.

3.0 CONSTRUCTION PHASE SERVICES

- 3.1 Perform construction staking services for the Client based on the plans prepared by Olsson. Fees are based on two round trips to the job site.
- 3.2 Olsson will administer a preconstruction meeting with the Owner, Contractor, and funding agency before the project begins.
- 3.3 Olsson will provide part time construction observation and material testing services. It is anticipated this work will consist of 25 hours per week for 8 weeks.
- 3.4 Perform construction administrative services including communication with the Contractor and City personnel, 2-site visits to verify construction activities, review of the Contractor's invoices, and submittal review.

ATTACHMENT "2" to PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND OLSSON, DATED February 14, 2012

SCHEDULE OF FEES

This is an attachment to and made a part of the Professional Services Agreement dated February 14, 2012 between the City of Lexington ("Client") and Olsson Associates ("Olsson") providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson shall provide Client all Basic Services for the Project as more specifically described in Attachment 1 hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

COMPENSATION

Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses. Olsson's Basic Services will be provided on a time and expense basis not to exceed the amounts listed below. **Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.**

1.0 PROJECT INITIATION/ADMINISTRATION

1.1 Time and Material not to exceed Five Thousand Six Hundred Dollars (\$5,600.00)

2.0 DESIGN SERVICES

2.1 Time and Material not to exceed Eighteen Thousand Nine Hundred Dollars (\$18,900.00)

3.0 CONSTRUCTION PHASE SERVICES

3.1 Time and Material not to exceed Twenty Three Thousand Three Hundred Dollars (\$23,300.00).