

PROFESSIONAL AGREEMENT

**PROJECT NAME
PROJECT NUMBER
BLUE GRASS AIRPORT
Lexington, Kentucky**

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This Professional Agreement (the "Agreement") is made as of this _____ day of _____ in the year of 20__, by and between the Lexington-Fayette Urban County Airport Board ("LFUCAB") and _____ (ENGINEER).

WHEREAS,

WHEREAS,

SECTION 1 - Scope of Services by ENGINEER

1.1 Provide design services for the _____ (hereinafter "the Project").

SECTION 2 - Items To Be Provided By LFUCAB

2.1 In order to expedite the work and to most efficiently accomplish the goals of the Lexington-Fayette Urban County Airport Board, LFUCAB shall furnish, or cause to be furnished, the ENGINEER with copies of all reports, plans, working papers and similar data that are available concerning the Project. This data is for the use and information of the ENGINEER, and LFUCAB offers no warranties with respect to the accuracy of the data provided.

SECTION 3 - Commencement Of Work and Time

3.1 The ENGINEER agrees to begin work within one (1) week following written notification to proceed. The ENGINEER will pursue completion of this Project 90 days after receiving written notification to proceed.

3.2 The ENGINEER shall not be held responsible for delays in the Project due to circumstances beyond his control, including timely LFUCAB input, review and approvals. The ENGINEER agrees that its sole remedy in the event of a delay beyond ENGINEER'S control, including LFUCAB's input, review and approvals, shall be a time extension, if appropriate, in the sole discretion of LFUCAB.

SECTION 4 - Method Of Payment

4.1 Subject to the terms of this Agreement and in consideration of proper services and timely performance, described in SECTION 1 LFUCAB will pay to the ENGINEER the lump sum fee of _____. A full breakdown of the fee, listed as _____, is attached to this Agreement as Attachment A.

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- 4.2 The costs for drawing reproductions during design and review will be the expense of the ENGINEER.
- 4.3 Payment of the fees due for work completed under Section 1 will be made on the basis of the ENGINEER's estimated percent completion each month, subject to setoff, if any.

SECTION 5 - General Provisions

- 5.1 Standards of Performance: The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER shall be licensed in Kentucky, and shall use its best skill and attention to prepare the design in accordance with all applicable federal, state and local laws and regulations which are in effect on the date of this Agreement. ENGINEER shall be responsible to LFUCAB for acts and omissions of ENGINEERS employees, agents and other persons or entities, including other design professionals performing any portion of the ENGINEER'S obligations under this Agreement.
- 5.2 Changes: LFUCAB may, at any time by written notice, make changes within the general scope of the AGREEMENT in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required, for performance of any services, this AGREEMENT shall be modified in writing accordingly. Any claim of ENGINEER for adjustment must be asserted in writing within 30 days from the date of receipt of ENGINEER of the notification of change unless LFUCAB grants a further period of time. ENGINEER agrees and acknowledges that there shall be no constructive or implied changes in the scope of the AGREEMENT, and that no modification to this AGREEMENT will be effective unless agreed to in writing by LFUCAB.
- 5.3 Reuse and Ownership of Documents: All documents furnished by the ENGINEER pursuant to this AGREEMENT are instruments of his services with respect to the PROJECT, and shall become the property of LFUCAB upon payment by LFUCAB to the ENGINEER. The ENGINEER agrees not to use these design documents for other clients without the prior written consent of LFUCAB. LFUCAB shall provide prior notice to ENGINEER of further use of the documents; however, LFUCAB shall not be obligated to provide such notice if it is merely showing the Drawings and/or Specifications to another party such as a designer, for discussion purposes. Reproducible copies of drawings and copies of other pertinent data shall be made available to LFUCAB. Copies of disks containing all drawings shall be furnished to LFUCAB.

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- 5.3.1 Construction Documents. If Construction Documents are required by the defined Scope of services, then the Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include drawings and specifications that establish the quality levels of materials and systems required. Deviations, if any, from the Scope shall be disclosed in writing by the ENGINEER.
- 5.3.2 Construction Documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:
- (a) Be consistent with the approved design documents
 - (b) provide information for use of those in the building trades; and
 - (c) include documents customarily required for regulatory agency approvals.
- 5.4 Successor and Assigns: LFUCAB and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party, in respect of all covenants of this AGREEMENT; except as above, neither LFUCAB nor ENGINEER shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability of the part of any officer or agent of any public body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than LFUCAB and ENGINEER.
- 5.5 Legal Action. The ENGINEER agrees that any legal action, suit or proceeding under, relating to or arising out of or in connection with this AGREEMENT or any breach thereof may be brought exclusively in the United States District court for the Eastern District of Kentucky or in the state courts of the Commonwealth of Kentucky and, by execution and delivery of this AGREEMENT, the ENGINEER irrevocably accepts, consents and submits to the jurisdiction of the aforesaid courts *in personam* generally and unconditionally with respect to any such action, suit or proceeding involving the ENGINEER or the Project. The ENGINEER further irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to the ENGINEER at the address set forth herein. In addition, the ENGINEER irrevocably and unconditionally waives any objection which the ENGINEER may now or hereafter have to the laying of venue of any of the aforesaid claims, suits or proceedings brought in any of the aforesaid courts, and further irrevocably and unconditionally waives

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and agrees not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

5.6 Termination: This Agreement shall terminate upon:

- 5.6.1 Breach of Contract: Breach by the ENGINEER of any covenant, obligation, representation or warranty contained in this Agreement.
- 5.6.2 Contract Completion: The Agreement shall be deemed completed upon completion of the contract services as described in Section 1, and to include any changes as described in Section 5.2.
- 5.6.3 Force Majeure: Any delay or failure of ENGINEER to perform its obligations hereunder shall be excused, if, and to the extent that such failure or delay is caused by an event or occurrence beyond the control of ENGINEER and without its fault or negligence and if such failure or delay could not have been prevented or overcome by the exercise of due diligence by ENGINEER, including but not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, explosions, riots, wars or sabotage, provided that written notice of such delay (including anticipated duration of the delay) shall be given by the affected party to the other party within five (5) days of the happening of such event. If any such delay or failure to perform by the ENGINEER shall be for a period of more than thirty (30) days, LFUCAB at its option, may reduce the contract Services to be performed to provided by the ENGINEER under this Agreement.
- 5.6.4 Convenience of LFUCAB: This Agreement may be terminated by LFUCAB for convenience without cause. LFUCAB shall promptly notify the ENGINEER of such termination.
- 5.6.5 Default, if ENGINEER fails to:
 - (a) timely provide services with promptness and diligence in accordance with any schedule provided by LFUCAB;
 - (b) provide sufficient numbers of appropriately qualified design professional, licensed in the jurisdiction of the Project;
 - (c) comply with the legal, regulatory and code requirements;
 - (d) provide required deliverables in accordance with the appropriate standard of care;

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- (e) perform pursuant to the terms and conditions of this Agreement, or
- (f) make payments to subconsultants, suppliers or others for whom ENGINEER may be responsible;

then LFUCAB, without waiving any other right under this Agreement, shall give written notice to ENGINEER of its default, and if ENGINEER fails to cure the default within seven calendar days after notice, LFUCAB may terminate this Agreement, and shall have no further obligation to pay ENGINEER. Additionally, LFUCAB may recover from ENGINEER any costs, attorneys' fees, procurement fees or other costs caused by ENGINEER'S default and/or termination.

- 5.7 **Payment Upon Termination:** Should this Agreement be terminated for LFUCAB's convenience pursuant to 5.6.4 above, then services performed by the ENGINEER will be paid for in proportion to the percent of properly completed services in relation to the fees in Section 4. If this Agreement is terminated for default as in 5.6.1 or 5.6.5 above, then the Engineer shall not be entitled to further payment until the Project is finished, and then only if funds remain after reimbursing LFUCAB for all procurement costs, attorneys fees, consultant costs and expenses resulting from ENGINEER'S default. LFUCAB shall be entitled to use the ENGINEER'S instruments of service, drawings and work product of ENGINEER upon terminations for default.
- 5.8 **Access to Records and Reports:** The ENGINEER must maintain an acceptable cost accounting system. The ENGINEER agrees to provide LFUCAB, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to this Project and/or this Agreement for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed.
- 5.9 **Contractor/ENGINEER Contractual Requirements:** During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest agrees as follows:
- 5.9.1 **Compliance with Regulations:** The ENGINEER shall comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

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- 5.9.2 Nondiscrimination: The ENGINEER with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
- 5.9.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the ENGINEER for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER'S obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or natural origin.
- 5.9.4 Information and Reports: The ENGINEER shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by LFUCAB or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to LFUCAB or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5.9.5 Sanctions for Noncompliance: In the event of the ENGINEER'S noncompliance with the nondiscrimination provisions of this Agreement, LFUCAB shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to-
- (a) withholding of payments to the ENGINEER under the Agreement until the ENGINEER complies and/or
 - (b) cancellation, termination, or suspension of the Agreement, in whole or in part.
- 5.9.6 DBE Obligation:

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- (a) The ENGINEER agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.
 - (b) The ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The ENGINEER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.
- 5.9.7 Foreign Trade Restrictions: The ENGINEER certifies by this Agreement that they do not purchase goods or services from countries that deny procurement market access to U.S. Contractor.
- 5.9.8 Government Debarment and Suspension: The ENGINEER certifies by this Agreement that they are not subject to Government Debarment and Suspension (Non-Procurement).
- 5.9.9 Incorporation of Provisions: The ENGINEER shall include the provisions of paragraphs 5.9.1 through 5.9.8 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as LFUCAB or the FAA may direct as a means of enforcing such provision including sanctions for noncompliance, provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the ENGINEER may request LFUCAB to enter into such litigation to protect the interests of LFUCAB. In addition, the ENGINEER may request the United States to enter into such litigation to protect the interest of the United States.
- 5.9.10 General Civil Rights Provision. The ENGINEER agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex,

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age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the ENGINEER and subtier contractors from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

5.9.11 Title VI List of Pertinent Nondiscrimination Authorities. During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- (b) 49 C.F.R. part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

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Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- (h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

5.9.12 Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The ENGINEER has full responsibility to monitor compliance to the referenced statute or regulation. The ENGINEER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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5.9.13 The Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR part 1910 with the same force and effect as if given in full text. ENGINEER must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to any of ENGINEER's employees. ENGINEER retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupations Safety and Health Act of 1970 (20 CFR part 1910). ENGINEER must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

SECTION 6 - Certification Of Facilities And Personnel

The ENGINEER will assume responsibility for provision of adequate facilities and competent personnel necessary to accomplish the work outlined in Section 1.

The ENGINEER's insurance coverage will include: General Liability coverage of \$2,000,000 with a \$10,000,000 million umbrella, Automobile coverage of \$5,000,000 million, and Workers' Compensation statutory limits of \$1,000,000. ENGINEER shall also provide Professional Errors and Omissions coverage of \$5,000,000, and shall maintained professional errors and omissions insurance for one year after completion of the Work contemplated by this Agreement. If LFUCAB requests duration of insurance to increase beyond one year after completion of the Work, ENGINEER will secure a Project specific policy of insurance, if LFUCAB agrees to increase the compensation to the ENGINEER.

ENGINEER shall submit to LFUCAB proof of such insurance in amounts satisfactory to the LFUCAB. The maintenance in full force and effect of such forms and amounts of insurance shall be a condition precedent to the ENGINEER's payment and exercise and enforcement of any rights under this Agreement. The insurance certificates shall incorporate a provision requiring written notice to the LFUCAB at least thirty (30) days prior to cancellation, non-renewal or material modification of the policies. All such insurance shall be written on an occurrence basis except for professional liability insurance which shall be claims made. ENGINEER shall contractually require that any and all consultants engaged or employed by ENGINEER carry and maintain similar insurance with reasonably prudent limits and coverage in light of services rendered by consultant.

All insurance described herein and provided by ENGINEER shall be primary and shall not be entitled to contribution from any insurance maintained by LFUCAB. All workers compensation policies must contain a waiver of subrogation in favor of the LFUCAB unless statutorily prohibited. If ENGINEER's scope of services includes environmental consulting, coverage cannot exclude coverage for environmental professional services and LFUCAB requires that

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ENGINEER provide additional insurance at LFUCAB's expense in connection with environmental services. All certificates evidencing insurance must be provided to the LFUCAB before ENGINEER begins any services, and all insurance certificates must name the LFUCAB as an additional insured except for the professional and workers compensation policies.

The ENGINEER shall comply with all rules and regulations of Blue Grass Airport, current edition. By execution of this Agreement, the ENGINEER acknowledges the receipt, reading and understanding of these rules and regulations.

SECTION 7 - Approval of Contractor's Payment

When this Agreement includes Contract Administration of Construction for LFUCAB, the ENGINEER shall review and approve monthly payment applications of the Contractor. When the Contractor submits an Application for Payment to the ENGINEER, the ENGINEER shall review the Application and related documents and make recommendations to LFUCAB regarding payment within ten (10) business days of the receipt of the Application. If a portion of the Application is disputed, the ENGINEER shall identify the disputed portion and undisputed portion within ten (10) days of receipt of the Application and report ENGINEER'S determination to LFUCAB and Contractor. If the ENGINEER does not make a timely recommendation regarding payment as specified herein, then the ENGINEER agrees to indemnify and hold harmless LFUCAB for all costs, attorneys fees and interest that LFUCAB may incur due to late payment to Contractor under KRS 371.400 *et. seq.*

SECTION 8 - Indemnification

8.1 Indemnity. The ENGINEER agrees to indemnify, hold harmless, protect and defend LFUCAB and LFUCAB's agents, representatives and any affiliated or related entities against any and all claims, loss, liability, damage, costs and expense, including attorneys' fees, to the extent caused by or arising on whole or in part by the errors, omissions, and negligent or wrongful acts of ENGINEER, its agents, consultants, employees or representatives.

8.1.1 Professional Liability Indemnification. ENGINEER hereby agrees to indemnify, reimburse, and hold harmless LFUCAB, its successors and assigns and the officers, directors, employees and agents of each of the foregoing ("Indemnitees"), from and against damages, liabilities and costs (including attorney's fees and defense costs incurred in the connection with the defense of third party claims) to the extent arising out of or resulting from the errors, omissions, and negligent or wrongful acts of ENGINEER, or any of its consultants of any tier, the respective successors and assigns of ENGINEER or anyone acting on ENGINEER's behalf in connection with this Agreement or its performance; provided, however, ENGINEER shall not be required to indemnify

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any of such Indemnitees against liability for damages to the extent caused by or resulting from the negligence of the Indemnitees.

- 8.1.2 Commercial General Liability Indemnification. Other than arising out of the performance of professional services, and to the fullest extent permitted by law, ENGINEER hereby agrees to indemnify, reimburse, defend and hold harmless Indemnitees (as defined above) from and against all claims and all losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees), to the extent arising out of or resulting from the errors, omissions, and negligent or wrongful acts of ENGINEER, or any of its consultants of any tier, the respective successors and assigns of ENGINEER or anyone acting on ENGINEER's behalf in connection with this Agreement or its performance; provided, however, ENGINEER shall not be required to indemnify any of such Indemnitees against liability for damages to the extent caused by or resulting from the negligence of the Indemnitees.
- 8.2 No Limitation of Liability. In any and all claims against LFUCAB, CONTRACTOR or any of their agents or employees, by any employee of the ENGINEER, anyone directly or indirectly employed by the ENGINEER or anyone for whose acts the ENGINEER may be liable, the indemnification obligation under this Section 8 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the ENGINEER under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 8.3 Patents. The ENGINEER shall pay all royalties and license fees, which may be due on the inclusion of any patented material in the ENGINEER'S Services. The ENGINEER warrants not to infringe on the trademark, copyright or patent rights of any person, and shall defend all suits for claims for infringement of any patent rights arising out of the ENGINEER Services, which may be brought against LFUCAB, and shall indemnify LFUCAB for all loss, including all costs, expenses, and reasonable attorney's fees.

SECTION 9 - Engineer Responsible

ENGINEER shall be responsible to LFUCAB for the acts and omissions of the ENGINEER'S employees and parties in privity of contract with the ENGINEER relating to the services described under this agreement.

SECTION 10 - Entire Agreement

This agreement represents the entire agreement between LFUCAB and the ENGINEER and supersedes any prior negotiations, representations, or agreements. This agreement may only be

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amended by written instrument signed by both LFUCAB and ENGINEER. In case a provision of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

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IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT the day and year as first written below.

OWNER:

ENGINEER:

Lexington-Fayette Urban County
Airport Board

(Company Name)

(Signature)

(Signature)

(Date)

(Date)

Eric J. Frankl

(Printed Name)

(Printed Name)

President & CEO

(Title)

(Title)

ATTORNEY: (Reviewed for legal form)
Stites & Harbison

(Signature)

(Printed Name)

(Title)