

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2023-111**

**A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE MADISON COUNTY FISCAL COURT AND
COLT ENGINEERING, INC. DBA THOROUGHbred ENGINEERING**

WHEREAS, the Madison County Fiscal Court (the "County") wishes to enter into a Professional Services Agreement with Colt Engineering, Inc. DBA Thoroughbred Engineering ("Thoroughbred") for engineering and design services; and

WHEREAS, the County has been pleased with the work Thoroughbred has performed on previous projects;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Bathin, seconded by Combs.

Vote:

Yes

No

Judge Executive Reagan Taylor
Magistrate James Brian Combs
Magistrate Stephen Lochmueller
Magistrate Billy Ray Hughes
Magistrate Tom Botkin

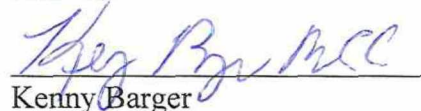
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<u>✓</u>	<u> </u>

Signed:


Reagan Taylor
Madison County Judge Executive

9-12-2023
Date

Attested:


Kenny Barger
Madison County Clerk

9-12-2023
Date



Proposal for

CONCEPTUAL LANDSCAPE DESIGN SERVICES

*Madison County Roadway Beautification Initiative
Richmond, Kentucky*

August 18, 2023

Thoroughbred Proposal: 001654

DESIGN ENGINEER CONSTRUCT

August 18, 2023

Judge Reagan Taylor
Madison County
101 West Main Street
Richmond, Kentucky 40475
P: 859.624.4700
E: Reagan.taylor@madisoncountky.us

RE: Proposal for Conceptual Landscape Design Services
Madison County Roadway Beautification Initiative
Richmond, Kentucky
Proposal No. 001654

Judge Taylor:

Thoroughbred appreciates this opportunity to provide conceptual landscape design and engineering services for the proposed roadway beautification initiative in Madison County Kentucky. Included in this proposal document is our understanding of your project, our scope of services and an associated fee for each work item.

Please review this proposal document and let us know if you have any questions or need any additional information. Thank you for the opportunity to be a part of this project.

Sincerely,

THOROUGHbred



Jordan Haney, PE
Principal / Chief Client Officer



Daniel Rehner, PE
Director of Civil Engineering



PROJECT UNDERSTANDING

Project information was provided by Judge Reagan Taylor during an in-person meeting on August 3rd at the Madison County Courthouse Annex building. Madison County seeks to improve the entrances off I-75 into Richmond and Berea through the strategic use of signage, landscape and site design elements at each of its existing 6 interstate exits. Madison County first needs to stimulate local interest and support for the I-75 beautification initiative. As such, Thoroughbred has been asked to provide a design services fee proposal for conceptual landscape and civil design of two I-75 exits (Exit 76 at Berea and Exit 87 at Richmond). Conceptual masterplanning will also be necessary to ensure the full vision of the beautification initiative is fully communicated. The goal of this first phase will be to cast the vision for what the beautification initiative could look like at the primary I-75 entrances into Richmond and Berea. The preliminary landscape and site design services requested in this proposal will focus on masterplanning and rendered images that can be used by Madison County for communication and marketing purposes. A full county marketing campaign with speaking engagements, videos and marketing materials was discussed. This proposal will only cover the masterplanning and concept design required to support and supplement the marketing and fundraising efforts of the County. If these efforts are successful, Thoroughbred will provide additional service proposals for civil design develop and construction documents to execute the technical requirements of this initiative. Those services are not included in this proposal.

Below are the services requested at this time:

-  **Landscaping Plans:** strategic plant selection, entrance signage and design
-  **Civil Engineering & Site Design:** preliminary site design and grading to support landscape concept
-  **2D & 3D Renderings:** renderings and (1) animation created to demonstrate the design character and features of (2) I-75 entrances (at Richmond and Berea interstate exits)

A more detailed scope of services is outlined in the following sections of this proposal.

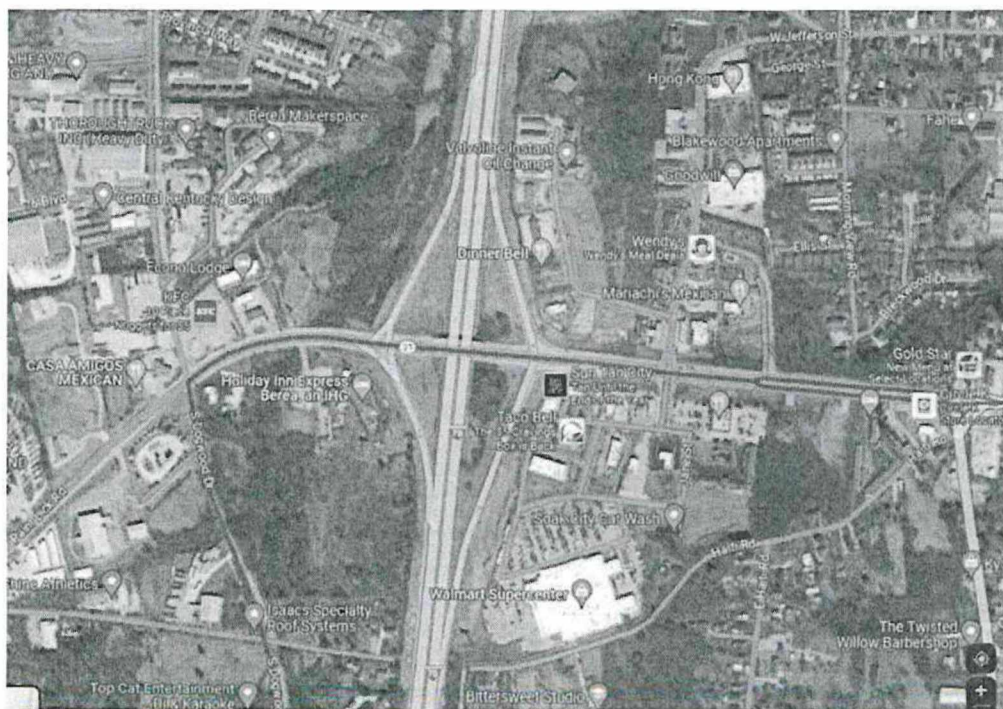
Thoroughbred has the capacity to provide other services not requested in this proposal. If these services are needed, we can supply scope and fee information.

-  **ALTA Survey** per the American Land Title Association and the American Congress of Surveying and Mapping (ACSM)
-  **Boundary Survey** per the Kentucky Revised Statutes (KRS) and standard of care for land surveying
-  **Existing Site Topographic Survey** per the National Society for Professional Surveyors guidelines
-  **Phase 1 Environmental Site Assessment (ESA)** in general accordance with American Society for Testing and Materials (ASTM) Standard E1527-13 "Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process"
-  **Geotechnical Evaluation** per Chapter 18 of the Kentucky Building Code (KBC)
-  **Waters & Wetlands Survey and Summary Report** per United States Army Corps of Engineers (USACE), United States Fish and Wildlife (USFW) and Kentucky Division of Water (KYDOW) regulations
-  **Cultural Resource Due Diligence Records Review** of archeological sites at the Office of State Archeology (OSA) and records kept by the Kentucky Heritage Council (KHC) on/near the project area.
-  **Stormwater Permitting, NOI, BMP, SWPPP** per Kentucky Division of Water regulations
-  **Architectural Design** per the Kentucky Building Code (KBC) - after January 1, 2024
-  **Structural Design** per the Kentucky Building Code (KBC)

PROPOSED SITE LOCATIONS



Aerial image of exit 87 - Richmond



Aerial image of exit 76- Berea

SCOPE OF SERVICES

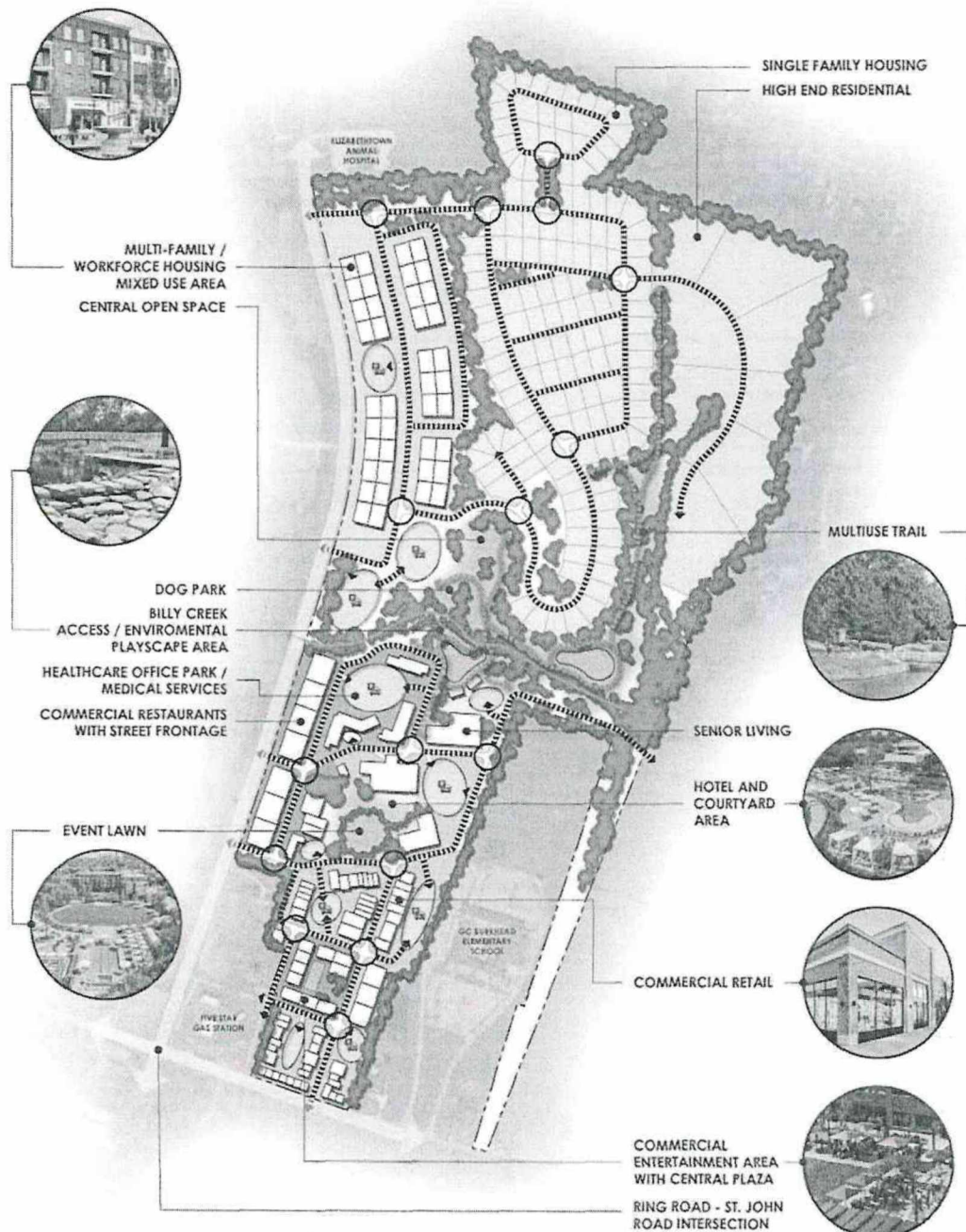
Our team will deliver a marketing package for the project that can be used by the County to support local stakeholder meetings and discussions. These will not be construction documents. Those will be provided in a future contract after local buy-in has been secured and a budgetary target has been identified. The masterplan concepts and renderings provided in this package are for design intent purposes only and cannot be used for construction, bidding and/or permitting. For the purpose of this exercise, local GIS survey data will be used. Before construction documents can be produced a full survey with topography and utilities must be provided.

Below are the specific scope items included in this proposal

Scope of Services	Included		Comments
	Yes	No	
Conceptual Landscape Design Package	x		
- Economic Feasibility Study		x	
- Site survey and existing conditions documentation		x	-Survey and scanning can be provided by Thoroughbred at an additional cost to this proposal
- 3D drone scan and aerial imaging		x	
- Preliminary Masterplan Collaboration	x		
- Masterplan Concept Development	x		
- DOT Permitting Analysis		x	
- Sample exit design concept development	x		-Services provided for (1) Berea exit and (1) Richmond exit. Exits selected by Madison County
- Schematic site plans (2)	x		
- Schematic site renderings (4 minimum)	x		
- Schematic Animation	x		
- Preliminary 3D Signage Rendering (1 per exit)	x		
- 3D Site Animation	x		
- Concept Cost Estimate		x	
- Cross Coordination with civil engineer	x		
- Site Visits (1)	x		
- Design Team Coordination Meetings (1)	x		
- Videos and/or other digital media materials		x	-Services provided by Owner outside of this contract. Formatting, file sharing and collaboration with vendor will be provided.

SAMPLE MASTERPLAN

THOMAS COMMONS CONCEPTUAL MASTER PLAN



SAMPLE RENDERINGS



LANDSCAPE DESIGN

LANDSCAPE

SCHEDULE

We will start on the concept design within seven (7) days of authorization and receipt of a signed contract. A preliminary design schedule will be presented for review and approval at the first Owner Review Meeting.

FEE SUMMARY

The Lump Sum fees associated with providing these preliminary design services:

Scope Item	Fee
› Masterplan Concept Development	\$8,500.00
› Digital animations and renderings for Marketing Package	\$16,000.00
TOTAL DESIGN SERVICES FEE	\$24,500.00

Pricing is good for 3 weeks from the date of the proposal. If design and site items change and they necessitate an expanded scope of services, we will inform you immediately as we become aware of those items. We will not exceed our budget without your approval. Invoicing will be completed at the end of each phase or on a percentage complete monthly. Unit rates, if applicable, are good for 12 months from the date of authorization.

All additional work will be performed at the unit rates below or at a lump sum amount to be presented to you and approved prior to the work performed.

ITEM	Rate
Principal Engineer	\$200/hour
Landscape Designer/Project Manager	\$175/hour
Staff Engineer / Landscape Designer	\$120/hour
Drafting	\$95/hour
Administration	\$95/hour
Mileage	\$1.00/mile
Weekend/Overtime Rates	Hourly Rate x 1.5
Reimbursable Expenses	Actual Expense x 1.35

AUTHORIZATION

In order to authorize our services, please sign the attached Proposal/Work Acceptance Sheet and return the entire document to us. Any exceptions to this proposal, or any special requirements not covered in the proposal, should be listed on the Terms and Condition Sheet.

CLOSING

We appreciate the opportunity to provide our services to you. After your review, please let us know if you have any questions or comments.

ATTACHMENTS:

Insurance Certificate

W-9

Terms and Conditions



COLTENG-01

JPENNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lexington / AssuredPartners NL 2443 Sir Barton Way, Suite 400 Lexington, KY 40509	CONTACT: Jamie Pennell PHONE (A/C, No, Ext): (859) 685-6533 6533 FAX (A/C, No): E-MAIL: jamie.pennell@assuredpartners.com	
INSURED Colt Engineering, Inc. DBA Thoroughbred Engineering Colt Exploration, LLC, Colt Management, LLC Colt Construction, LLC dba Hargett Construction 239 North Broadway Lexington, KY 40507	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Company	10677
	INSURER B: Kentucky Employers Mutual Insurance	10320
	INSURER C: Hudson Insurance Company	25054
	INSURER D: Travelers Property Casualty Co of America	25674
	INSURER E:	
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BLKT AL, WOS, PNOC GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER			EPP 0641260	1/9/2022	1/9/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 EBL AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA 0641260	1/9/2023	1/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP 0641260	1/9/2022	1/9/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ General Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	408305	1/9/2023	1/9/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PRB0619115660	1/9/2023	1/9/2024	Per Claim/Aggregate \$ 5,000,000
D	Excess Liability			EX-6S666010-23-NF	8/9/2023	8/9/2024	Ea Occ/Agg \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Surveyors/Core Drilling

Additional insured status applies to General Liability when required by written contract.

Colt Construction, LLC dba Hargett Construction Worker's Compensation: Limit: \$4,500,000, Policy term: 1/9/23-1/1/24, Carrier: Kentucky Associated General Contractors, Policy number: 23406

FOR INFORMATIONAL PURPOSES ONLY

Professional/Pollution coverages does not apply to Hargett Construction

CERTIFICATE HOLDER Colt Engineering, Inc. DBA Thoroughbred Engineering Colt Exploration, LLC, Colt Management, LLC Colt Construction, LLC dba Hargett Construction P.O. Box 481 Lexington, KY 40508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

COLT ENGINEERING, INC.

2 Business name/disregarded entity name, if different from above

THOROUGHbred

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. BOX 481

Requester's name and address (optional)

6 City, state, and ZIP code

LEXINGTON, KENTUCKY 40588

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 2 2 6 9 7 8 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► January 10, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

PROPOSAL ACCEPTANCE

Services Description	Landscape Design Services
Project Name	Madison County Roadway Beautification Initiative
Project Location	Richmond, Kentucky

PROPOSAL ACCEPTANCE & AUTHORIZATION TO PROCEED Colt Engineering, Inc. (Thoroughbred) will perform services set forth in the Proposal referenced above, incorporated herein by reference (the Proposal) (collectively, the "Services") subject to the terms listed on this page and pages 2 through 4 hereof. For purposes herein, the term "Site" shall mean Project Location listed above. Proposals (and costs therein) shall be valid for no more than 90 days. Receipt by Thoroughbred of a signed Proposal Acceptance Sheet shall constitute the Client's Authorization to Proceed and agreement and acceptance of the terms hereunder.

1. STANDARD OF CARE. The Services will be performed in accordance with standards customarily observed by a firm rendering the same or similar services in the same geographic region during the same time period. Thoroughbred makes no warranties, express or implied, as to the Services performed hereunder except for the preceding sentence's warranty of compliance with generally accepted standards. Thoroughbred hereby fully and expressly disclaims any and all other warranties of any nature whatsoever, express or implied. During the Services, Thoroughbred will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site; however, Client understands and agrees that invasive services, including, but not limited to, drilling, boring or sampling, may damage or alter the Site; Site restoration is an out-of-scope service unless otherwise agreed in writing. The Services shall in no way be construed, designed or intended to be relied upon as legal interpretation or advice.

2. RELATIONSHIP OF PARTIES. Thoroughbred, its employees, agents, affiliates or subcontractors shall act solely as an independent contractor in performing the Services. Thoroughbred shall have no right or authority to act for Client and will not enter into any agreement in the name of or on behalf of Client unless otherwise agreed in writing. Nothing in these Terms & Conditions shall be construed to give any rights or benefits to any party other than Client and Thoroughbred. Unless otherwise authorized in writing by Thoroughbred, there are no intended third party beneficiaries to these terms and conditions or to any work product or services by Thoroughbred; Client is the sole intended and agreed beneficiary of Thoroughbred's services and work product. Client agrees that should Thoroughbred elect to grant reliance to a third party lender, the third party must first sign Thoroughbred's Reliance and Potential Conflict of Interest agreement.

3. DOCUMENTS & CONFIDENTIALITY. All documents including, but not limited to, drawings, specifications, reports, logs, field notes, lab test data, calculations, and estimates prepared by or for Thoroughbred in connection with the Services are instruments of service and shall be the sole property of Thoroughbred ("Work Product"); however, Client may request a copy for its exclusive use and Client further agrees that under no circumstances shall any document produced by Thoroughbred under this Agreement, be used at any location or for any project not expressly provided for in this Agreement without Thoroughbred's prior written permission. Proprietary concepts, systems and ideas developed during the Services shall remain the sole property of Thoroughbred. Work Product will not be disclosed by Thoroughbred to a third party without prior consent of Client except to the extent required to comply with a rule or regulation, court order,

governmental directive, or professional or ethical standard or when such Work Product or portion thereof becomes available to the general public or is received by Thoroughbred from others who lawfully possess same. Client authorizes Thoroughbred to use and publish Client's name and general description of the Services in Thoroughbred's marketing materials. Thoroughbred has the right in its sole discretion, to dispose of or retain the documents. If Client requests documents in an electronic format, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by Thoroughbred remains the document of record.

Reliance upon the Services shall be limited to Client; any unauthorized release of Work Product is prohibited and Client agrees to indemnify, defend and hold Thoroughbred harmless from any and all claims or damages associated with the unauthorized release of Work Product to third parties. Notwithstanding the foregoing, any third party reliance expressly authorized by Thoroughbred and Client is subject to the limitation of liability and terms and conditions stated herein except as specifically agreed to in writing by the parties.

4. Thoroughbred REPRESENTATIONS. Findings and recommendations resulting from the Services are based upon information derived from Thoroughbred's on-site activities and other services performed hereunder; such information is subject to change over time. Certain indicators of hazardous substances, petroleum products or other deleterious constituents may have been latent, inaccessible, unobservable or not present during the Services, and Thoroughbred cannot represent that the Site is not affected by constituents or other latent conditions beyond those identified from the Services performed. Subsurface conditions throughout the Site may vary from data revealed from discrete borings, tests, assessments, investigations or other exploratory services; Thoroughbred's findings, recommendations and estimates are based solely upon data available to Thoroughbred at the time of the Services. Thoroughbred will not be responsible for a third party's interpretations or use of the data. Thoroughbred will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health & safety precautions or plans for any third parties, including subcontractors or other parties present at the Site. Should Thoroughbred provide observations or monitoring services at the Site at any time, Client agrees that Thoroughbred shall not be responsible for any working conditions or safety at the Site other than for its own staff during said observations or monitoring services. Any monitoring of a third party's or contractor's procedures does not include review of the adequacy of said contractor's safety measures in, on, adjacent to, or near the project.

PROPOSAL ACCEPTANCE

5. CLIENT REPRESENTATIONS. Client understands the nature of Thoroughbred's presence on the Site and shall ensure that Thoroughbred's personnel and subcontractors have safe and reasonable access to the Site for the performance of the Services. Client shall furnish or cause to be furnished to Thoroughbred an accurate Site map and all information known or available to Client, including, but not limited to, past and current Site operations, subterranean structures, utilities, and the environmental condition of the Site (such as the identity, location, quantity, nature or characteristics of any hazardous or toxic materials on or near the Site). Thoroughbred may rely upon, but shall not be responsible for the accuracy of, any data provided by Client, Client's agent or any third party. Client shall immediately transmit new, updated or revised information as it becomes available during the Services. Client will secure all necessary approvals, permits, licenses and consents necessary to commence and complete the Services unless otherwise agreed in writing, and shall make any and all spill or release notifications that may be required by law.

6. SUBTERRANEAN STRUCTURES, UTILITIES, WETLAND ISSUES. Client is responsible for accurately providing the locations of all subterranean structures and utilities and potentially jurisdictional areas which may contain wetlands, endangered species habitat or cultural resources. Thoroughbred will take reasonable precautions to avoid damage or injury to subterranean structures or utilities and potentially jurisdictional areas identified to us. Client agrees to hold harmless and indemnify Thoroughbred for any claims, payments or other liability, including reasonable attorneys fees, for any damages to subterranean structures, utilities or potentially jurisdictional areas which are not (i) accurately identified by Client or others, (ii) accurately depicted on plans; or (iii) called to the attention of Thoroughbred prior to performing the Services, except to the extent that Thoroughbred has been contracted to locate sensitive areas on the site not identified or accurately located.

7. INDEMNITIES. Thoroughbred shall indemnify and hold Client harmless from and against any and all lawsuits, claims, liabilities, causes of action, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses, to the extent the same arise from (i) a negligent breach by Thoroughbred of these terms & conditions; (ii) violation of law by Thoroughbred in performing the Services or (iii) negligent errors or omissions of Thoroughbred in performing the Services. Thoroughbred's total maximum aggregate liability (irrespective of the number of claims or claimants) under this indemnity to client or any third party shall be limited by Client such that Thoroughbred's maximum liability to Client or any third party shall in no event exceed the amount set out in the paragraph entitled "risk allocation and liability limitation". Client agrees to release, defend, hold harmless and indemnify Thoroughbred from and against all further liability under the above indemnity including any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses, by whomever asserted, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or Client's agent; (ii) violation of law or regulation by Client or Client's agent; (iii) Client or Thoroughbred's alleged involvement at the Site as an owner, operator, arranger, generator or transporter of hazardous substances or wastes; or (iv) inaccurate information provided by Client to Thoroughbred. Client understands the nature of invasive services which may involve drilling through varied soil and water substrata which may result in inadvertent and unavoidable cross-mingling of said strata and constituents therein; Client agrees to indemnify and hold harmless Thoroughbred should this occur to the extent not caused by the negligence of Thoroughbred, subject always in every respect to the limitation of liability set out in the paragraph below entitled "risk allocation and liability limitation".

8. RISK ALLOCATION AND LIABILITY LIMITATION. The parties hereunder are aware and understand the risks and rewards associated with the Services, as well as Thoroughbred's fee for these Services. The Client acknowledges that without this limitation of liability Thoroughbred would not have performed the services and that both parties had the opportunity to negotiate the terms and conditions of this Agreement. The Client and Thoroughbred agree to allocate certain of the risks so that, to the fullest extent permitted by law, Thoroughbred's total maximum aggregate (irrespective of the number of claims or claimants) liability to Client and any third parties shall in no event exceed \$5,000 or the amount of Thoroughbred's fee, whichever is greater for any and all injuries, damages, claims, losses, or expenses (including reasonable attorneys' fees and expert witness fees) arising out of this agreement from any cause or causes. Such causes include, but are not limited to, Thoroughbred's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, indemnity obligations, or other acts giving rise to liability based upon contract, tort or statute except for the knowingly and intentionally wrongful misconduct of Thoroughbred. The limitation and Aggregate shall apply to all work for client by Thoroughbred irrespective of whether subsequent agreements contain this or a similar provision. The limit of liability set out above can be increased to a maximum of \$1,000,000.00 provided client so requests in writing at the time client authorizes Thoroughbred's services, that the Client agrees to pay an additional consideration of 10 percent (10%) of the total fee or \$5000.00, whichever is greater. The additional charge of 10% accounts for increased risk assumed and should not be construed as a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Thoroughbred from and against all liabilities in excess of the monetary limit established above. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Thoroughbred as a third-party defendant. For purposes of this paragraph, the term "parties" means the Client and Thoroughbred and their officers, directors, shareholders, employees, agents, affiliates, successors, assigns, and subcontractors. Both Client and Thoroughbred agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

9. DISPUTE RESOLUTION COSTS. In the event that Thoroughbred and Client find themselves in adversarial positions, and in the event of litigation, arbitration, or mediation in connection therewith, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due.

10. MONITORING. This paragraph applies in the event Thoroughbred is retained by Client to provide a Site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal. In this case, Thoroughbred will report observations and its professional opinions to the Client. No action of Thoroughbred or Thoroughbred's Site representative shall be construed as altering any contract between Client and third parties. The Thoroughbred representative has no right to reject or stop work of any Client agent; such rights are reserved solely for Client. Furthermore, Thoroughbred's presence on-site does not in any way guarantee the completion or quality of the performance of the work of any third party. Thoroughbred will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of any third party or any agent of the Client.

PROPOSAL ACCEPTANCE

11. SAMPLING OR TEST LOCATION. Unless otherwise stated, the fees in the Proposal do not include costs associated with surveying of the site for the accurate horizontal or vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations only, unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

12. WASTES; SAMPLES. This paragraph applies in those instances where Services performed involve wastes or samples. Unless otherwise specified in the Proposal, proper disposition of any contaminated materials generated during the Services (including, but not limited to, waste materials, samples, produced soils or fluids, cuttings, or protective gear or equipment) is out-of-scope and shall require a written amendment by the parties specifying Client's choice of transporter and waste facility. In no event shall Thoroughbred be required to sign or certify a manifest, disposal ticket or like document relating to the transport or disposition of hazardous materials or hazardous waste. It is understood and agreed that Thoroughbred, in performing the Services, does not act as a generator, transporter, arranger, or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Client and Thoroughbred understand and agree that title to all foregoing samples and waste materials remains with Client. Laboratory or field equipment that cannot be decontaminated from hazardous constituents shall become the property and responsibility of Client, and Client shall reimburse Thoroughbred for its fair market value unless otherwise agreed in writing. Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of ordered analytical tests; other investigation-derived wastes will be disposed of within 60 days after submission of a final Thoroughbred report documenting the Services. At Client's written request, Thoroughbred will retain preservable test specimens or the residue therefrom at an agreed-to charge, and will use reasonable and common business efforts to retain such test specimens or samples but only for a mutually acceptable and agreed-to storage charge and period of time. Client agrees that Thoroughbred is not responsible or liable under any circumstance or in any event to Client or any third party for any loss of test specimens or samples retained in storage, Client waiving all claims in connection therewith and agreeing to indemnify Thoroughbred in connection therewith.

13. DELAYS; CHANGED CONDITIONS. If Services cannot be performed on or before the projected due date because of circumstances beyond the reasonable control of Thoroughbred, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, access limitations, health and safety risks, governmental action, third party action or Client action or omission, or criminal acts by non-Thoroughbred persons or entities, or acts of war, terrorism, or the public enemy, the Services shall be amended by Client and Thoroughbred in accordance with paragraph 19. In the event Site conditions change materially from those observed at the Site or described to Thoroughbred at the time of Proposal, Thoroughbred and Client shall execute a written change order evidencing equitable adjustments to the Proposal and Project Cost; Client understands that said changed conditions may delay, postpone or suspend the Services until such time as Services and the Project Cost are amended. In the event a timely and equitable change order cannot be negotiated by the parties, Thoroughbred, at its discretion, may terminate its Proposal, Services, and agreement with Client.

14. DISCOVERY OF HAZARDOUS MATERIALS. Client represents that it has made a reasonable effort to evaluate if hazardous materials are on or near the Site, and that Client has informed Thoroughbred of Client's findings relative to the possible presence of such materials. Hazardous materials may exist where there is no reason to believe they could or should be

present. Thoroughbred and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Proposal or termination of the Services. Thoroughbred and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Thoroughbred to take immediate measures to protect health and safety of its personnel. Client agrees to compensate Thoroughbred for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Thoroughbred agrees to notify Client when unanticipated or suspected hazardous materials are encountered. Client shall make any and all disclosures required by law to the appropriate governing agencies. Client also agrees to hold Thoroughbred harmless for any and all consequences of disclosures made by Thoroughbred that are required by governing law or ethical canon. In the event the Site is not owned by the Client, Client shall be responsible for informing the Site owner of the discovery of unanticipated or suspected hazardous materials. Notwithstanding any other provision of the Agreement, Client waives any claim against Thoroughbred and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold harmless Thoroughbred from any claim, liability, and defense costs for injury or loss arising from Thoroughbred's discovery and disclosure or reporting of unanticipated or suspected hazardous materials, including, but not limited to, any project delay costs and any costs associated with possible reduction of the Site's value.

In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by applicable law, for separate and valuable consideration of the promises contained in this environmental indemnity language (which is a valuable and fundamental inducement to Thoroughbred to provide services to Client), Client agrees to defend, hold harmless, and indemnify Thoroughbred from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by Thoroughbred's negligence or willful misconduct (such exception being always subject to the "Risk Allocation and Liability Limitation" provision set out elsewhere herein), resulting from:

- a) Client's violation of any federal, state, or local statute regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- b) Client's undertaking of or arrangements for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at a site;
- c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during, or after the completion of Thoroughbred's services;
- d) allegations that Thoroughbred is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law due to Thoroughbred's services; or
- e) any third party suit or claim for damages against Thoroughbred alleging strict liability, personal injury (including death) or property damage from exposure to or releases of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of Thoroughbred's services under this Agreement.

The obligations of this paragraph are in addition to (and not in the place of) any other Client indemnity obligations herein. Nothing herein shall operate to increase the limitation of liability set out elsewhere herein.

PROPOSAL ACCEPTANCE

15. TERMINATION. Client or Thoroughbred may terminate a Proposal, the Services or this Agreement upon seven (7) days written notice should the other party fail substantially to perform in accordance with these Terms & Conditions through no fault of the terminating party or if the Client suspends the Services for more than three (3) months. Further, Thoroughbred may terminate Services as described in the Proposal Acceptance Sheet hereunder. Client shall compensate Thoroughbred for Services performed up to the date of receipt of termination plus any and all reasonable costs incurred in terminating the Services in accordance with Thoroughbred's current fee schedule, including, but not limited to, the cost of completing analyses, records, and reports necessary to document project status at the time of termination.

16. ASSIGNMENTS. Neither these Terms & Conditions nor any interest, claim or obligation hereunder shall be assigned or transferred by Client to any party or parties without the prior consent of Thoroughbred. Nothing herein shall prevent Thoroughbred from using Thoroughbred's subcontractors to assist in performing the Services.

17. NON-WAIVER; INVALIDITY. In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect the enforceability of any other provision of these Terms & Conditions. Failure or delay in exercising any right, power or remedy under these Terms & Conditions shall not impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default hereunder absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under these Terms & Conditions. These Terms & Conditions may be executed via fax or by transmitting originals; any number of executed counterparts will constitute one and the same instrument.

18. APPLICABLE LAW; VENUE; SURVIVAL. The services, proposal and these terms & Conditions shall be governed by and construed according to the laws of the state corresponding to the location of the soliciting Thoroughbred office (as identified on the Proposal Acceptance Sheet). Venue for any legal action hereunder shall be in the same said location. Paragraphs 3, 7 and 8 will survive termination of this Agreement for any cause.

19. PRECEDENCE; AMENDMENTS. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained

in any proposal, purchase order, requisition, notice to proceed, oral communications or other agreement regarding the Services. These Terms & Conditions replace and supersede all prior discussions and agreements between and amongst Client and Thoroughbred with respect to the matters contained herein. These Terms & Conditions herein may be amended only by an agreement signed by both Thoroughbred and Client.

20. CONTINUING AGREEMENT. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Thoroughbred provides services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations of liability established under the Agreement apply to such Services as if the parties had executed an amendment.

21. CONFLICT OF INTEREST. Thoroughbred will advise the client of any existing or potential conflicts of interest which are discovered during the performance of services under this agreement. All parties agree that Thoroughbred may discontinue its services in accordance with the "Termination" provision set out elsewhere in this agreement in the event a material conflict of interest is discovered or becomes evident.

22. PAYMENT TERMS: Thoroughbred will be compensated for performing the Services in accordance with the Proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of Thoroughbred's invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent (1.5%) (but not to exceed the maximum applicable legal rate) of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. The Client shall notify Thoroughbred within 10 days of receipt of Thoroughbred's invoice should the invoice contain charges the Client intends to dispute. Client agrees to pay any and all collection costs on overdue invoices, including reasonable attorneys' fees. Client further agrees that Thoroughbred has the right to suspend or terminate the Services in Thoroughbred's sole discretion if undisputed charges are not paid within 45 days of receipt of Thoroughbred's invoice and agrees to waive any and all claims against Thoroughbred and to indemnify, defend and hold Thoroughbred harmless from and against any claims arising from Thoroughbred's suspension or termination due to Client's failure to provide timely payment. Client agrees that all documents of any nature furnished to Client or Client's agents or designees in connection with the Services, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever.

Exceptions to Proposal:

PROPOSAL ACCEPTANCE

CLIENT – Thoroughbred will perform the services referenced in the Proposal for and charge the Invoice to the account of:

Client Name	Madison County Judge Executive Reagan Taylor		
Full Address	101 West Main Street. Richmond KY 40475		
Company Contact	Judge Reagan Taylor		
Telephone	859.624.4700	Fax	
E-mail Address	reagan.taylor@madisoncountky.us		

Client, by signing this proposal acceptance, acknowledges that it has independently assured itself of the terms of this agreement and agrees to be bound to the terms, provisions, and other requirements thereof.

Acceptance of this proposed agreement is indicated by an authorized agent of the client signing the space provided below.

IN WITNESS THEREOF, Thoroughbred and the Client hereby execute this agreement as of the date written below.

Client: Judge Reagan Taylor



Signature of Authorized Representative
Judge Reagan Taylor

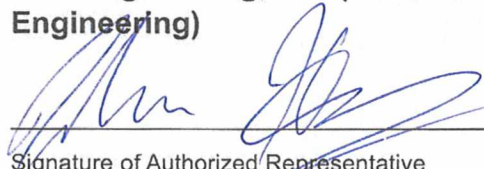
Name of Authorized Representative
Madison County Judge Executive

Title

9/12/2023

Date

Colt Engineering, Inc. (DBA Thoroughbred Engineering)



Signature of Authorized Representative
Jordan Haney, PE

Name of Authorized Representative
Principal / Chief Client Officer

Title

~~8-18-2023~~ 9/14/2023

Date