



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

MEMORANDUM

TO: Jim Gray
Secretary

THRU: Mike Hancock, P.E.
Deputy Secretary

THRU: James Ballinger, P.E.
State Highway Engineer

THRU: Bob Yeager, Chief District Engineer
District 6

THRU: Robin Brewer, Executive Director
Office of Budget & Fiscal Mgmt.

THRU: William Fogle or Todd Shipp
Office of Legal Services

FROM: Laura Hagan, Director
Division of Purchases

DATE: January 19, 2023

SUBJECT: SC 605 2200001848

DS
TS

Attached is a modification to a contract for Kenton Co Snow and Ice requested by D6. This modification increases the price for salt to \$87.79 per ton which changes the overall contract amount to \$443,495.



Commonwealth of Kentucky

CONTRACT MODIFICATION

DOC ID NUMBER:

SC 605 2200001848

Version: 2

Record Date:

Document Description: Kenton County Snow & Ice Agreement

Cited Authority: KRS177.280
Agreements of local government unitsReason for Modification: Modification #1
January 19, 2023Original Amount: \$439,505
Additional Amount: \$3990
New Amount: \$443,495

This modification is to increase the price of salt from \$79.81 per ton to \$87.79 per ton on Line 5.

Issuer Contact:
Name: Laura Hagan
Phone: 502-782-3980
E-mail: laura.hagan@ky.gov
Vendor Name:
KENTON COUNTY FISCAL COURT
ROAD FUND
1840 Simon Kenton Way
Suite 5100
COVINGTON KY 41011

Vendor No. KY0033901
Vendor Contact
Name: KURT GREIVENKAMP
Phone: 859-392-1444
Email: kurt.greivenkamp@KENTONCOUNTY.ORG

Effective From: 07/01/2022

Effective To: 06/30/2023

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		Snow and Ice Operations - single axle dump trucks	\$0.000000	\$173,600.00	\$173,600.00

Extended Description:

Compensate the County Forty Thousand Dollars (\$43,400.00) service fee for fiscal year 2023 per single axle dump truck, not to exceed four, to perform snow and ice operations on state owned roadways within the County from November 1, 2022 through April 15, 2023.

Effective From: 07/01/2022

Effective To: 06/30/2023

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
4		0.00000		Snow and Ice Operations - hourly operator	\$0.000000	\$226,000.00	\$226,000.00

Extended Description:

Compensate the County One Hundred Dollars per hour (\$113/HR) for each hour an operator is performing snow and ice on the state owned roadways listed in Addendum A.

Effective From: 07/01/2022

Effective To: 06/30/2023

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
5		0.00000		Snow and Ice Operations - Salt	\$0.000000	\$43,895.00	\$43,895.00

Extended Description:

Compensate the County \$87.79 per ton for each ton of road salt used while the County performs snow and ice operations on the state-owned roadways listed in Addendum A.

Shipping Information:	Billing Information:
Various Shipping See Extended Description	KYTC District 6 - Covington District Office 421 Buttermilk Pike
Various	Covington KY 41017-0130

TOTAL CONTRACT AMOUNT:	\$443,495.00
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Kenton County Snow & Ice Agreement

Modification #1
January 19, 2023

Original Amount: \$439,505
Additional Amount: \$3990
New Amount: \$443,495

This modification is to increase the price of salt from \$79.81 per ton to \$87.79 per ton on Line 5.

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet (“the Commonwealth”) and Kenton County Fiscal Court (“the Contractor”) to establish an agreement for Snow and Ice Operations. The initial MOA is effective from July 1, 2022 through June 30, 2023.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

The Kentucky Transportation Cabinet’s Division of Purchases is issuing this Agreement on behalf of the KYTC Department of Highways District 6. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

1.01 – Communications

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person with a copy to the Buyer.

Notices made by the Cabinet to the Contractor shall be sent to the Contractor Representative.

Agency Contact:
Cory Wilson
District 6
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, KY. 40622
502-782-4816
Email: Cory.Wilson@ky.gov

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Buyer:

Laura Hagan, CPPO, CPPB

Division of Purchases

Kentucky Transportation Cabinet 200 Mero Street,

Frankfort, Kentucky 40622

Phone: 502-564-4630

Email: Laura.Hagan@ky.gov

SECTION 2-SCOPE OF SERVICES

WHEREAS, The Department, pursuant to KRS, 177.020 (7) & KRS 177.280, by and through its Commissioner of Highways, is required to maintain and repair state owned roads within the Commonwealth, and whereas, it is fiscally prudent to delegate this responsibility to the County; and

WHEREAS, the County has agreed to perform for the Department snow and ice operations on certain state owned roads within the limits of Kenton County.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I - OBLIGATIONS OF THE DEPARTMENT

Scope of Agreement:

(a) Within this Agreement, the County agrees to perform snow and ice operations of certain state owned roadways located in Kenton County that are listed in Addendum A to this Agreement so as to preserve their proper functionality. Snow and Ice operations are more fully defined by the Manuals for Maintenance and Field Operations Guide.

ARTICLE II – RESPONSIBILITIES OF THE DEPARTMENT

The Department shall:

(a) Compensate the County Forty-three Thousand Four Hundred Dollars (\$43,400.00) service fee for fiscal year 2023 per single axle dump truck, not to exceed four, to perform snow and ice operations on state owned roadways within the County from November 1, 2022 through April 15, 2023. Compensate the County One Hundred Thirteen Dollars per hour (\$113/HR) for each hour an operator is performing snow and ice on the state owned roadways listed in Addendum A. Compensate the County ~~\$79.81~~ **\$87.79** per ton for each ton of road salt used while the County performs snow and ice operations on the state-owned roadways listed in Addendum A.

(b) Because the parties intend for compensation to be based on actual expenditures incurred during prosecution of work, make payments of the compensation due under the terms of this Agreement pursuant to the following invoice schedule:

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Service fee – November 2022
 November 2022 – January 2023
 February 2023 – April 2023

(c) Make inspections during snow and ice events on the roadways listed in Addendum A that are treated by the County and/or its contractors.

ARTICLE III – RESPONSIBILITY OF COUNTY

The County Shall:

- (a) Pass a resolution authorizing the Kenton County Judge Executive to sign this Agreement on behalf of the County. A copy of that resolution shall be attached to and made a part of this Agreement and hereinafter referred to as Addendum B.
- (b) Provide up to four single axle dumps trucks retrofitted for snow and ice operations. Provide two operators per truck to treat the roadways listed in Addendum A during snow and ice events from November 1, 2022 through April 15, 2023.
- (c) Keep accurate records of any public complaints including the time the complaint was made, the nature of the complaint, the location where the condition of the complaint existed, the remedial action taken (if remedial action was deemed necessary).
- (d) Keep accurate records of any and all snow and ice activities including records of the call out times, report time and active time the trucks are treating routes listed in Addendum A. Material usage will be paid by a separate agreement.
- (e) Submit a monthly summary of operator's snow and ice hours and material used and their associated costs on the routes listed in Addendum A to the Department's Covington Section Supervisor.
- (f) Submit invoices to the department specifically identifying the work performed and the actual compensation due under terms of this agreement pursuant to the following schedule:

Service fee – November 2022
 November 2022 – January 2023
 February 2023 – April 2023

ARTICLE IV – INDEMNIFICATION

- (a) The County Shall indemnify and save harmless the Department and all of its officers, agents, and employees for all suits, actions or claims of any person, persons or property resulting from the actions of the County or any of its agents in connections with their performance under this Agreement.

ARTICLE V – GENERAL TERMS

- (a) The Department may, at any time, inspect records kept by the County pursuant to this Agreement.
- (b) This instrument embodies the entire agreement between the parties and the terms herein may be supplemented or changed only by written agreement of the parties. This agreement shall be amended once the number of seasonal employees is finalized no later than November 1, 2022.

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(c) Any disputes concerning the completion of work set forth by this Agreement shall be worked out to the mutual satisfaction of the Department and County. In the event that both parties are unable to agree, the Secretary of the Kentucky Transportation Cabinet will determine how best to resolve the dispute. The Secretary's decision shall be final.

(d) The failure of either party to act upon the breach or default of any term, provision, or obligation in this Agreement by the other party shall not be construed as a waiver of any succeeding breach or default of the same term, provision, or obligation.

(e) This Agreement may be terminated by either party upon written notice 30 days prior to the date upon which the termination is to become effective. Such termination, or notice thereof, shall not extinguish the duties of both parties to complete any work for which obligations were made or which was commenced before the notice of termination was given.

SECTION 3-PRICING

Line Item 1 – Service fee of \$43,400 per single axle truck

Line item 2 – Salting/Plowing fee of \$113 per hour

Line Item 3 – Salt at ~~\$79.81~~ **\$87.79** per ton

Invoices shall be submitted electronically to KYTC.D06PDPInvoices@ky.gov.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The invoices must include at a minimum:

1. Vendor's name and address.
2. PON2 or SC number that invoice(s) are using for funding.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

SECTION 4- KYTC GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

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The Cabinet has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the Contractor is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor;

4.01-Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases, the Finance and Administration Cabinet and filed with the Government Contract Review Committee shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and
2. The Contractor's final written budget or proposal.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

4.02-Term of Contract

The term of the Contract is to be for the period of July 1, 2022 through June 30, 2023.

This Agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

The Terms and Conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A.

4.00.03-Changes and Modifications to the Contract

Pursuant to [200 KAR 5:311](#), no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

“ADDENDUM A”

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KENTON COUNTY ROADS TO BE TREATED DURING SNOW AND ICE EVENTS BY KENTON COUNTY FISCAL COURT

ROUTE #1 – 13.063 Miles

KY 17 – (Madison Pike) - From the junction with KY 3070 (Howard Litzler) to the intersection with Latonia Avenue, a distance of 0.525 miles. (MP 19.931 to MP 20.456)

KY 177 – (DeCoursey Pike) - from KY 536 (Visalia Road) to the Banklick Creek Bridge near Grand Avenue, a distance of 10.041 miles. (MP 9.174 to MP 19.215)

KY 2044 – (Marshall Road & Petty Road) - From KY 16 to the intersection with KY 177 in Ryland Heights, a distance of 2.497 miles. (MP 0.000 to MP 2.497)

ROUTE #2 – 12.046 Miles

KY 1501 – (Hands Pike) - From KY 17 (Madison Pike) to KY 16 (Taylor Mill Road), a distance of 2.496 miles. (MP 0.000 to MP 2.496)

KY 2047 – (Senour Road & Klette Road) - From the junction with KY 1486 (Fowler Creek Road) to the junction with KY 177 (DeCoursey Pike), a distance of 3.981 miles. (MP 0.000 to MP 3.981)

KY 3035 – (Wayman’s Branch Road) - From the junction with KY 17 X, to a junction with KY 1501, a distance of 2.720 miles. (MP 0.000 to MP 2.720)

KY 3716 – (Taylor Mill Road) - From the junction with KY 16, to another junction with KY 16, near I-275, a distance of 2.849 miles. (MP 0.000 to MP 2.849)

ROUTE #3 – 10.083 Miles

KY 1486 & KY 1486 C – (Fowler Creek Road & Connector) - From KY 16 (Taylor Mill Road) to KY 3035 (Old KY 17), a distance of 3.632 miles. (MP 0.000 to MP 3.632)

KY 1829 – (Richardson Road) - From the junction with KY 1303, to a junction with KY 3035 (Old KY 17), a distance of 3.363 miles. (MP 1.024 to MP 4.387)

KY 2045 – (McCullum Road, Oliver Road & Cox Road) - From the junction with KY 17 X (Old Madison Pike) to the junction with KY 16 (Taylor Mill Road), a distance of 2.375 miles. (MP 1.336 to MP 3.711)

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KY 842 – (Richardson Road) From the Boone County line to the junction with KY 1303 (Turkeyfoot Road), a distance of 0.713 miles. (MP 0.000 to MP 0.713)

ROUTE #4 – 11.968 Miles

KY 16 – (Walton-Nicholson Road) - From the Boone County line to the junction with KY 1486 (Stephens Road), a distance of 6.426 miles. (MP 0.000 to MP 6.426)

KY 17 – (Madison Pike) - from KY 14 (Rich Road) to the KY 16 (Taylor Mill Road), a distance of 5.542 miles. (MP 3.974 to MP 9.516)

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**MOA/PSC Exception Standard Terms and Conditions
Revised July 2021**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date:

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 LRC Policies:

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum:

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky:**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees:**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized:**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein:**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications:**This section does not apply to governmental or quasi-governmental entities.**

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security: (check one)

This section does not apply to governmental or quasi-governmental entities.

_____ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

17.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by

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providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

18.00 Discrimination:

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Signature

Title

KURT GREIVENKAMP

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

DocuSigned by:

Todd Shipp

68A9A3E2A82646E...

Attorney

2200001848

Kenton County Snow & Ice Agreement

Fiscal Court of Kenton County

Resolution adopting and approving the execution of a Memorandum of Agreement between the Kenton County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for in the amount of \$439,505 for the Snow and Ice Agreement, and

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

The Judge/Executive of the County is hereby authorized and directed to sign said Agreement as set forth on behalf of the Fiscal Court of Kenton County, and the Fiscal Court Clerk of Kenton County is hereby authorized and directed to certify thereto.

COMMONWEALTH OF KENTUCKY, KENTON COUNTY

I, _____, Fiscal Court Clerk of Kenton County certify that the foregoing is a true copy of the Order above, given under my hand and seal of office this the _____ day of _____, 2022.

PRINTED NAME _____

SIGNED NAME _____

FISCAL COURT CLERK OF KENTON COUNTY