

2300001707

Kenton County Maintenance Agreement

RESOLUTION 23-30

WHEREAS, the Kentucky Transportation Cabinet has limited manpower and equipment for road and bridge maintenance; and

WHEREAS, there are 38.961 miles of Rural Secondary routes in Kenton County, KY; and
WHEREAS, Kenton County can effectively perform the routine maintenance of the Rural Secondary routes and other similar routes; and

WHEREAS, the Cabinet has funds allocated for Rural Secondary maintenance; and

NOW THEREFORE, the Kenton County Fiscal Court resolves that the County will perform routine maintenance of all Rural Secondary routes in Kenton County, KY as well as this State Secondary route:

KY 14 Bracht-Piner +3.264 miles (MP 0.000 to MP 3.264)

As well the Kenton County Fiscal Court resolves that the County will perform snow and ice operations on these additional routes that are not classified as Rural Secondary but fit well into the County's snow and ice plan.

KY 536 Mt. Zion thru Harris +6.092 miles (MP 0.000 to MP 6.092)

KY 1303 Bristow / Turkeyfoot +1.240 miles (MP 0.000 to MP 1.240)

KY 2043 Banklick Road +3.633 miles (MP 5.804 to MP 9.437)

Kenton County will maintain 38.961 miles of Rural Secondary routes, 3.264 miles of state secondary routes and will perform snow and ice operations on an additional 10.965 miles, the total miles of roadway to be maintained by Kenton County shall be 53.190 miles.

Routine maintenance will include such items as: debris removal; ditch cleaning and drainage maintenance; snow and ice removal; general roadway patching and repair; dead animal removal; drainage structure & culvert cleaning, culvert repair and replacement up to 36 inches; general bridge repair & maintenance and other items deemed as routine for general roadway upkeep and maintenance. It does not include roadway striping; Right-of-Way grass mowing; Roadway Signage or extraordinary maintenance including resurfacing or extensive in-place patching, reconstruction, or slide repair. The Cabinet will perform these maintenance items by separate means.

A vote was taken on this resolution; the result is as follows:

AYES NAYS

Signed and adopted this ___ day of ___, 2022 by the Kenton County Fiscal Court.

KENTON COUNTY FISCAL COURT KENTON COUNTY, KENTUCKY

ATTEST BY: _____

Kris Knochelmann
Kenton County Judge Executive



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

SC 605 2300001707

Version: 1

Record Date:

Document Description: Kenton County Maintenance Agreement

Cited Authority: KRS177.280
Agreements of local government units

Reason for Modification:

Issuer Contact:Name: LATASHA CHENAULT
Phone: 502-782-5673
E-mail: latasha.chenault@KY.GOV**Vendor Name:**

KENTON COUNTY FISCAL COURT

ROAD FUND
1840 Simon Kenton Way
Suite 5100
COVINGTON KY 41011**Vendor No.**

KY0033901

Vendor ContactName: KURT GREIVENKAMP
Phone: 859-392-1444
Email: kurt.greivenkamp@KENTONCOUNTY.ORG**Effective From:** 07/01/2023**Effective To:** 06/30/2024

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Routine Maintenance/Snow & Ice Removal	\$0.000000	\$228,900.00	\$228,900.00

Extended Description:

Routine maintenance and repair refer to the upkeep and support 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.

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

TOTAL CONTRACT AMOUNT:**\$228,900.00**

2300001707**Kenton County Maintenance Agreement**

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 Maintenance. The initial MOA is effective from July 1, 2023 through June 30, 2024.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

The Kentucky Transportation Cabinet's (KYTC) Division of Purchases is issuing this **AGREEMENT** on behalf of the KYTC Department of Highways Division of Maintenance. 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

Buyer:

Latasha Chenault
Division of Purchases
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622
Phone: 502-782-5673
Email: Latasha.Chenault@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 the needed work to repair and maintain 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, routine maintenance and repair refer to the upkeep and support 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. Maintenance and repair activities are more fully defined by the Manuals for Maintenance, Traffic, Field Operations Guide, Permits, Standard Drawings, and Standard Specifications. Right-of-Way grass mowing, roadway striping and roadway signage will not be included in this Agreement. Extraordinary maintenance or special maintenance (i.e. roadway slide repair, bridge structure repair over and above normal maintenance, culvert replacements 36" or greater, extensive in-place patching or repairs normally requiring special funding sources) also will not be included in this Agreement. Should the need arise for extraordinary or special maintenance, the County shall notify the Department of said needed maintenance. The Department will determine if the maintenance is of extraordinary or special need, and if so, either program the repair work by contract or ask the County to perform work and prepare a separate Agreement for compensation. Compensation for any approved extraordinary or special maintenance shall be outside scope of work and the compensation established by this Agreement.

b. Improvements are NOT covered by this Agreement and include the addition of roadway engineering features that are not currently a part of said roadways. Should the County undertake any improvements to said roadways located within its border, the County shall make proper permit application to the Department for said improvement, and the compensation for any approved improvement shall be outside scope of work and the compensation established by this Agreement.

c. Routine maintenance and repair on KY 536 (Boone County line to KY 16, MP 0.000 to MP 6.092), KY 1303 (KY 536 to KY 842, MP 0.000 to MP 1.240) and KY 2043 (KY 16 to KY 536, MP 5.804 to MP 9.437) as identified in Addendum A shall be limited to only the snow and ice operations defined by the Manuals for Maintenance, Traffic, Field Operations Guide, Permits, Standard Drawings, and Standard Specifications.

d. Qualified maintenance and repair on other roads in the state MP or SS system. Work performed by the County under this clause shall conform to the terms in item (a) of this section, and shall require written pre-approval by the Department. In no event shall the county be responsible for, or party to, performance of any work on the interstate system.

ARTICLE II – RESPONSIBILITIES OF THE DEPARTMENT

The Department shall:

a. Compensate the County a maximum Two Hundred Twenty-Eight Thousand Nine Hundred Dollars (\$228,900) for fiscal year 2024 for the maintenance and repair of 53.190 miles of state owned roadways within the County. This funding shall be full compensation for all labor, equipment usage and materials needed to perform routine maintenance and repair of the roadways listed in Addendum A.

b. Compensate the County for any repair or qualified maintenance performed pursuant to Article I, Section (d) at a rate agreed to by both the Department and the County. Any compensation paid shall be in addition to the compensation provided for in Article II, Section (a).

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c. Forward in a timely manner and keep accurate records of, any and all complaints from the public regarding conditions that would require the County to act to perform needed maintenance and repair.

d. Inspect roads within the borders of the County identified in Addendum A for maintenance and/or repair work and rate it in accordance with the standards set forth in the Maintenance Rating Program (MRP). Said Inspections will be performed at random and without notice as determined by the Department. Upon a finding of substandard maintenance and/or repair, the Department may make recommendations for specific work to be done.

e. 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:

July 2023 – September 2023

October 2023 – December 2023

January 2024 – March 2024

April 2024 – June 2024

f. Make final inspections of all work completed 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. Contract for maintenance and repair services or provide said services with its own forces in compliance with K.R.S. 175 and K.R.S., 176 et. Seq., and be totally responsible for maintenance and repair supervision including but not limited to maintaining proper traffic controls for the safety of the traveling public in accordance with the Manual on Uniform Traffic Control Devices during any and all maintenance and/or repair projects for all roads identified herein.

c. Use the manuals for Maintenance, Traffic, Fields Operations Guide, Permits, Standard Drawings, and Standard Specifications as guidelines and/or standards for the maintenance and repair of roads identified in Addendum A. All work shall be done to meet a sufficiency rating of no less than 80 as determined to be accordance with the measurements outlined in Maintenance Rating Program (MRP). Any deficiencies (i.e. a sufficiency rating below 80) in maintenance within the County shall be promptly corrected. Any deficiencies in repair work (again, a sufficiency rating below 80) shall be corrected without further cost to the Department.

d. Refer all permit requests to the Department for approval.

e. 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) and the time the remedial work was performed if said complaint

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is one that requires maintenance and repair under the Agreement. If remedial action was not deemed necessary, the record for the complaint will reflect why remedial action was not necessary.

f. Keep accurate records of any and all maintenance and repair activities including records of the actions taken to monitor the conditions of said roadways, the time, place, the type of work performed, the person or persons performing said work, and the materials used.

g. Coordinate with the Department's Covington Section Supervisor and/or the Department's Kenton County Maintenance Superintendent to arrange for delivery or pickup of KYTC furnished materials.

h. Submit a monthly summary of completed maintenance activities and their associated costs to the Department's Covington Section Supervisor.

i. 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:

July 2023 – September 2023

October 2023 – December 2023

January 2024 – March 2024

April 2024 – June 2024

ARTICLE IV – INDEMNIFICATION

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. It is understood that the Department reserves the right to limit and/or direct the amount and kind of maintenance and repair, depending on the actual need. All routine maintenance and repair will be included in this Agreement with the exception of Right-of-Way grass mowing, roadway striping and roadway signage.

b. The Department may, at any time, inspect records kept by the County pursuant to this Agreement.

c. 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.

d. 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.

e. 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.

f. 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.

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Line Item 1 – Not to exceed \$228,900

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**

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, 2023 through June 30, 2024.

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.

4.03-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.

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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.

**MOA/PSC Exception Standard Terms and Conditions
Revised January 2023**

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 (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) 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

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.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

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 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. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

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.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

- KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
- KRS Chapter 139 (SALES AND USE TAXES)
- KRS Chapter 141 (INCOME TAXES)
- KRS Chapter 337 (WAGES AND HOURS)
- KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
- KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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Kenton County Maintenance Agreement

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:

Kenton County Judge/Executive

Signature

Title

Sue Kaiser

Printed Name

Date

Other Party:

Signature

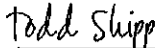
Title

Printed Name

Date

Approved as to form and legality:

DocuSigned by:



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Attorney

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Kenton County Maintenance Agreement

**Addendum A
KENTON COUNTY ROADS TO BE ROUTINELY MAINTAINED
AND REPAIRED BY KENTON COUNTY FISCAL COURT**

KY 14 – (Bracht Piner Road & Rich Road) - From the junction with US 25 at Bracht to the intersection with KY 17 at Piner, a distance of 3.264 miles. From the intersection with KY 17 near Piner to the junction with KY 177 near Morning View, a distance of 5.115 miles. (MP 0.000 to MP 3.264 State Secondary Route) & (MP 3.264 to MP 8.379 Rural Secondary Route)

KY 177 – (DeCoursey Pike) - from the Pendleton County Line, via Morning View, Kenton, and White Villa to the intersection with KY 536 near Visalia, a distance of 9.174 miles. (MP 0.000 to MP 9.174)

KY 536 – (Mt. Zion Road, Bristow Road, Independence Road, Shaw Road, Harris Pike, & Visalia Road)

- From the Boone County Line, via Ricedale and Independence to the junction with KY 16 near White Tower. Also, from another junction with KY 16 at White Tower, via Staffordsburg, to a junction with KY 177 at Visalia, a distance of 10.249 miles. (MP 0.000 to MP 6.092 State Secondary Route) & (MP 6.092 to MP 10.249 Rural Secondary Route)

KY 1303 – (Turkeyfoot Road & Bristow Road) - From the junction with KY 536 (Mt. Zion Road) to the junction with KY 842 (Short Richardson Road), a distance of 1.240 miles. (MP 0.000 to MP 1.240)

KY 2042 – (Moffett Road & Kenton Station Road) - From the junction with KY 17, 1.0 mile north of Atwood, to the junction with KY 177 at Kenton, a distance of 5.551 miles. (MP 0.000 to MP 5.551)

KY 2043 – (Green Road & Banklick Road) - From the junction with US 25, 0.8 mile north of Bracht, to a junction with KY 16, 1.8 miles east of the Boone County Line. Also, from another junction with KY 16, 1.0 miles east of the Boone County Line, via Banklick to the junction with KY 536 at Ricedale, a distance of 9.437 miles. (MP 0.000 to MP 5.804 Rural Secondary Route) & (MP 5.804 to MP 9.437 State Secondary Route)

KY 2046 – (Bagby Road, Parker Grove Road, Paxton Road & Morningview Fiskburg Road) - From the junction with US 25, 0.7 mile south of Bracht, to the junction with KY 17, 0.7 mile northwest of Fiskburg. Also, from another junction with KY 17, 0.6 mile southeast of Fiskburg, to the junction with KY 14, 0.6 mile southwest of Morning View, a distance of 8.392 miles. (MP 0.000 to MP 5.693) & (MP 5.693 to MP 8.392)

KY 3083 – (Parker Grove Road) - From the junction with KY 2046 north of the Grant County Line, to the junction with KY 14 southwest of Piner, a distance of 1.108 miles. (MP 0.000 to MP 1.108)