



Commonwealth of Kentucky
TRANSPORTATION CABINET
Frankfort, KY 40622
www.transportation.ky.gov/

Matthew G. Bevin
Governor

Greg Thomas
Secretary

June 28, 2018

Louisville Metro Government
Office of Management and Budget
611 West Jefferson St.
Louisville, KY 40202

RE: SC 605 1900000114 (PO2 605 1900000114)

To Whom it May Concern,

Enclosed is the finalized contract for Louisville Metro MOA Roadway, Roadside, and Drainage. This copy is for your records and should **not** be returned.

The Commonwealth of Kentucky has transitioned to new accounting system; therefore, the cover page of the document is different from the copy you signed; however, no terms of the contract have changed. The prefix SC replaces the prefix of PO2 previously used in the old system.

Sincerely,

Laura Hagan CPPB, CPDO
Kentucky Transportation Cabinet
Division of Purchases
200 Mero Street, 4th Floor East
Frankfort, KY 40622
Phone: 502-782-3980
Email: Erin.Eagan@ky.gov



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

SC 605 1900000114

Version: 1

Record Date: 06/14/18

Document Description: Louisville Metro MOA Roadway, Roadside, and Drainage

Cited Authority: KRS177.280

Agreements of local government units

Reason for Modification:

Issuer Contact:

Name: Laura Hagan
Phone: 502-782-3980
E-mail: laura.hagan@ky.gov

Vendor Name:LOUISVILLE JEFFERSON CO METRO
GOVERNMENT

444 SOUTH 5TH ST

LOUISVILLE KY 40202

Vendor No.

KY0029841

Vendor Contact

Name: NO CONTACT IDENTIFIED
Phone: 502-574-4416
Email:

Effective From: 2018-07-01

Effective To: 2019-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Roadway, Roadside, and Drainage Operations	\$0.000000	\$3,180,000.00	\$3,180,000.00

Extended Description:

Metro Government shall provide management, supervision, inspection, labor, equipment, materials, documentation, and tracking records for a variety of roadway, roadside, and drainage operations services on the Cabinet-owned roadways in Jefferson County except for I-64, I-65, I-71, I-264, I-265, and KY-841. Roadway operations includes maintenance activities for the vehicular portion of the Cabinet-owned roadways as described above and includes potholes, base failures, strip patching, crack sealing, shoulders, sweeping, markings for parking and bike lanes, dead animal removal.

Effective From: 2018-07-01

Effective To: 2019-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		Materials	\$0.000000	\$160,300.00	\$160,300.00

Extended Description:

Metro Government shall provide asphalt, concrete, lumber, reinforcing steel and wall ties, aggregate, pipe, castings frames/grates, pump station hardware and equipment, piping, poles, posts, sign blanks and materials, and any other applicable materials used to perform the services.

Effective From: 2018-07-01**Effective To:** 2019-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		Contract Services	\$0.000000	\$600,700.00	\$600,700.00

Extended Description:

With prior written approval from the Cabinet, the Cabinet agrees to reimburse Metro Government for contract services needed to accomplish the services described in Section 2 that Metro Government is unable to complete with Metro Government personnel and/or equipment. Contract services may include, but are not limited to, the following: litter removal, tree and brush removal, herbicide spraying, pipe cleaning.

Effective From: 2018-07-01**Effective To:** 2019-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
4		0.00000		Snow and Ice Removal Operations	\$0.000000	\$1,900,000.00	\$1,900,000.00

Extended Description:

Metro Government shall use their total work force in the most efficient manner possible, including the labor forces for the purpose of removing snow and ice from all state roads except for interstate roadways.

Effective From: 2018-07-01**Effective To:** 2019-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
5		0.00000		Specialty and Additional Equipment	\$0.000000	\$30,000.00	\$30,000.00

Extended Description:

The Cabinet agrees to reimburse Metro Government for specialty or additional equipment needed to accomplish the services described in Section 2 that Metro Government is unable to complete with Metro Government personnel and/or equipment

Shipping Information:				Billing Information:			
Various Shipping See Extended Description				KYTC District 5 - Louisville District Office 8310 Westport Road PO BOX 22100			
Various		KY		Louisville	KY	40242	

TOTAL CONTRACT AMOUNT:	\$5,871,000.00
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MEMORANDUM OF AGREEMENT

Amendment 5

between the

**Louisville/Jefferson County Metro Government, acting by and through its Department of
Public Works;**

and the

**Commonwealth of Kentucky, Transportation Cabinet,
Department of Highways**

pertaining to:

**Roadway, Roadside, and Drainage
on Kentucky Transportation Cabinet Non-Interstate Roadways
in Metro Louisville/Jefferson County**

Vendor Contact: Monica Harmon

Finance Director

Louisville Metro Government

Office of Management and Budget

611 West Jefferson Street

Louisville, KY 40202

Phone: 502-574-6093

Email: Monica.Harmon@louisvilleky.gov

THIS AGREEMENT is made and entered by and between the Louisville/Jefferson County Metro Government, acting by and through its Department of Public Works and Assets, ("Metro Government") and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways ("Cabinet").

WITNESSETH:

NOW, for consideration, the Metro Government and the Cabinet agree as follows:

1. PARTIES:

The parties to this Agreement are the Louisville/Jefferson County Metro Government, acting by and through its Department of Public Works and the Commonwealth of Kentucky, acting by and

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through its Transportation Cabinet, Department of Highways ("Parties").

2. SERVICES:

Metro Government shall provide management, supervision, inspection, labor, equipment, materials, documentation, and tracking records for a variety of roadway, roadside, and drainage operations services on the Cabinet-owned roadways in Jefferson County except for I-64, I-65, I-71, I-264, I-265, and KY-841. Attachment A is the current Official Order defining the Cabinet-owned system in Jefferson County. The Cabinet shall share future modifications of this Official Order with Metro Government. The following is a description of the particular services to be provided by Metro Government:

A. Roadway, Roadside, and Drainage Operations

1. Roadway operations includes maintenance activities for the vehicular portion of the Cabinet-owned roadways as described above and includes potholes, base failures, strip patching, crack sealing, shoulders, sweeping, markings for parking and bike lanes, dead animal removal, and snow and ice removal for all roadways identified under Section 2.

Potholes shall be addressed within two (2) business days of receipt of notification or as soon after as weather permits.

The Cabinet shall maintain long-line striping. Metro Government shall maintain markings for parking and bike lanes. Markings for parking and bike lanes shall be at Metro Government's expense.

Metro Government shall not pass any ordinances or resolution concerning those roads, streets, viaducts and bridges to which this Agreement applies without first having submitted to the Cabinet a copy of such ordinance or resolution at least five (5) days prior to the time such ordinance is to be voted on. Metro Government shall use its best efforts to pass any necessary parking or other ordinance or resolution so as to ensure the maximum use of such roads, streets, viaducts and bridges for vehicle travel consistent with the standards of safety as formulated by the Cabinet.

Metro Government shall use Cabinet determined snow and ice removal priorities. Before brining, Metro Government shall provide written notice to the Cabinet and shall brine according to that notice unless otherwise directed by the Cabinet.

2. Roadside operations includes maintenance activities for herbicide spraying, mowing, litter removal, and tree and brush trimming for all roadways identified in Section 2.

Before performing herbicide spraying, Metro Government shall provide written

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notice to the Cabinet and shall spray according to that notice unless otherwise directed by the Cabinet.

Mowing shall be performed three (3) times during the State fiscal year (July 1 - June 30), with the yearly schedule approved by the Cabinet. If additional mowing needs arise due to safety concerns, reimbursement shall require advance written approval from the Cabinet. Metro Government may perform additional mowing without written approval from the Cabinet. However without such approval, Metro Government shall pay for the additional mowing and shall not use any equipment purchased under this Agreement, or any previous agreement, to perform the mowing.

Tree and brush trimming shall be conducted in accordance with Cabinet policies and Cabinet policy shall supersede any applicability of Metro Government ordinances.

3. Metro Government shall provide maintenance and repair of sidewalks within the State right-of-way as listed in Attachment A and per the following direction:

All reported sidewalk concerns shall be logged into the Metro Call service request system for record as received.

Each reported sidewalk service request shall initiate a field inspection. Each location shall be photographed and field rated utilizing the Metro Public Works sidewalk evaluation system consisting of ratings from one (1) to five (5). Ratings of five (5) being the worst condition. All inspection data (observations, ratings and photographs) shall be entered into the service request log for record.

Field inspections shall generate sidewalk repair work orders if needed. Sidewalk repairs shall be scheduled based on the date received and in conjunction of severity; worst ratings being first priority. All repaired locations shall be photographed and entered as record of repair.

Scheduling repairs and/or maintenance of sidewalks shall be subject to maintenance crews' workload and available monies for material costs as set forth in Section 3B.

4. Metro Government shall assume maintenance of the storm sewers and storm sewer appurtenances constructed by the Cabinet and within State right-of-way or permanent easements. Drainage structures exclude sanitary sewers and those that are combined sewer overflows or those that feed into a combined sewer overflow. Drainage operations include ditching, culverts and cross drains, headwalls, catch basins, drop boxes, and

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castings and grates for all roadways identified in Section 2. Drainage maintenance activities shall involve flushing, cleaning, repairing, replacing and waste spoils disposal. The Cabinet shall reimburse Metro Government for drainage operations not maintained by Metropolitan Sewer District (MSD). Attachment B is an existing agreement with the MSD. No part of this agreement is intended to modify or supersede the agreement between Cabinet and MSD.

A. Requirements Pertaining to All Services

Metro Government shall have the ability to respond to emergency call outs on 24-hour, seven (7)-day per week basis, concerning the services defined in Sections 2.A as warranted by the situation. Metro Government shall also use materials and equipment to perform these services that comply with the current edition of the Cabinet's Standard Specifications for Road and Bridge Construction and to use traffic control methods that comply with the current edition of the Manual on Uniform Traffic Control Devices (as defined by 603 KAR 5:050).

B. Traffic Operations Agreement

This is covered by Amendment 3A.

C. Assessing Maintenance Condition of Cabinet Roadways

The Cabinet shall conduct an assessment each spring to determine the level of service provided by Metro Government. The assessment shall encompass activities related to potholes, shoulders, litter removal, tree and brush trimming, ditches, culverts, cross drains, headwalls, catch basins, drop boxes and casings and grates. Scores for each feature shall be determined based on the Cabinets' Maintenance Rating Program methodology. These scores shall be used to assess the legitimacy of requests for costs exceeding those outlined in Section 3.A. Except in the case of a demonstrated urgent need, features identified through the assessment as a strength (scoring greater than ninety (90) on a hundred (100) point scale) shall not be eligible for additional funding. For those services where an inadequate sample size would prevent the development of a statistically valid level of service score, the Cabinet shall conduct random follow-up inspections of work locations identified by Metro Government billing documentation. These inspections shall be performed in order to ensure compliance with Cabinet standards regarding the specific work activity. Failure to maintain an acceptable level of service or to adhere to Cabinet standards shall represent grounds for non-renewal of this agreement.

Mowing and herbicide spraying shall be assessed separately to determine if Cabinet standards are being met and to identify specific areas of concern. This data shall also be used to establish a baseline rating from which future

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performance measures may be developed.

D. Permitting and Removal of Street Furniture

Metro Government passed a resolution requesting authorization from the Cabinet to administer a permitting process for the placement of street furniture (objects and pieces of equipment installed on streets and roads for various purposes) within State right-of-way which are the subject of this Agreement. Prior to permitting any street furniture under its permitting process, Metro Government shall request approval from the Cabinet. Such approval shall not unreasonably be withheld. Metro Government shall be responsible for removing any non-permitted street furniture per Metro Ordinance at its own cost and expense. Metro Government shall not submit any invoices under Section 3 for any costs or expenses associated with such removal of any street furniture. Prior to removing street furniture, Metro Government shall notify the Cabinet to determine whether the street furniture has been permitted.

3. FINANCIAL CONSIDERATIONS:

Metro Government shall submit monthly invoices detailing the work performed under this Agreement within thirty (30) calendar days of the close of that month being invoiced to the Cabinet's Louisville District Office. The Cabinet shall pay Metro Government within thirty (30) working days of receipt of the invoice and sufficient documentation for all approved costs shown below at Metro Government's actual cost with no markup and no profit margin.

Metro Government shall invoice the billable hours of all Metro Government employees who have performed work for the Cabinet as outlined in this Agreement at actual cost. Metro Government's labor and material costs may increase each fiscal year by percentages that shall be reflected in Metro Government contracts for labor and materials.

When approving additional cost requests, the Cabinet shall include a list of valid activities based on the Cabinet's assessment outlined in Section 2.D. Except in cases of a demonstrated urgent need, features identified through the assessment as a strength (scoring greater than ninety (90) on a hundred (100) scale) shall not be eligible for additional funding.

A. Roadway, Roadside and Drainage

Metro Government shall provide all management, supervision, inspection, labor, equipment, documentation, and tracking records for the services defined in Sections 2.A.1. (except for snow and ice removal which is shown in a separate cost category), 2.A.2., 2.A.3., and 2.A.4. Materials are shown in a separate cost category. The Cabinet shall reimburse Metro Government for actual costs incurred. Costs in this category shall not exceed \$3,180,000, which includes equipment costs as outlined in Section 3.C, in State fiscal year 2019 without prior written approval from the Cabinet.

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B. Materials

Asphalt, concrete, lumber, reinforcing steel and wall ties, aggregate, pipe, castings frames/grates, pump station hardware and equipment, piping, poles, posts, sign blanks and materials, and any other applicable materials used to perform the services described in Section 2 shall be invoiced monthly at the most current contract pricing. Materials pricing may change as contracts are rebid or modified. Materials costs for repair and/or maintenance of sidewalks shall not exceed \$100,000 in State fiscal year 2019 without prior written approval from the Cabinet. Total materials costs shall not exceed \$160,300 in State fiscal year 2019 without prior written approval from the Cabinet.

C. Equipment

With prior written approval from the Cabinet, Metro Government may acquire equipment necessary to perform the activities described in Sections 2.A.1, 2.A.2, 2.A.3, and 2.A.4 and shall provide a complete list of such equipment to the Cabinet. This list shall include but not be limited to make, model, and VIN. The Cabinet shall conduct an annual inspection and inventory of the equipment. Metro Government shall establish no more than a five (5) year amortization schedule for each piece of equipment over \$10,000 and shall invoice monthly per the amortization schedule. Upon fulfillment of the amortization schedule, payments shall cease.

When equipment is determined ready to sell by both Metro Government and the Cabinet, Metro Government shall sell the equipment at public auction. The proceeds from the sale in excess of the amortization schedule shall be returned to the Cabinet. Under no circumstances shall Metro Government directly transfer the equipment to other areas of Metro Government responsibility. Metro Government can transfer pieces of equipment if Metro Government is the successful bidder at the public auction.

With prior written approval from the Cabinet, Metro Government shall invoice for Metro Government owned equipment when needed to complete Cabinet work. Equipment shall be billed at applicable FEMA rates in effect at the time the work is completed.

D. Contract Services

With prior written approval from the Cabinet, the Cabinet agrees to reimburse Metro Government for contract services needed to accomplish the services described in Section 2 that Metro Government is unable to complete with Metro Government personnel and/or equipment. Contract services may include, but are not limited to, the following: litter removal, tree and brush removal, herbicide spraying, pipe cleaning, dumpster services. Any payments made by Metro Government for contract services shall be invoiced monthly. Contract services costs shall not exceed \$600,700 in State fiscal year 2019 without prior written approval from the Cabinet.

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E. Snow and Ice Removal Operations

Metro Government shall use their total work force in the most efficient manner possible, including the labor forces that are dedicated to Cabinet road maintenance and the labor forces dedicated to Metro Government street and road maintenance. The percentage of miles of Cabinet maintained roads addressed by this Agreement shall be determined as a percentage of the total lane miles of Metro Government responsibility (Attachment D). Upon the completion of treatment, response, and cleanup from each winter storm, Metro Government shall determine the total cost for labor, equipment usage, and material usage associated with the storm. Metro Government shall invoice the Cabinet for the proportional cost of Metro Government's response to the storm as a percentage of the total storm cost. The Cabinet agrees to pay Metro Government for the actual costs. Actual material costs include rock salt and storage space for the material used. Actual costs incurred for snow and ice removal shall not be deducted from other costs. Metro Government shall provide sufficient documentation, including the specific snow and ice routes run and the number of times run during a storm, with the invoices to assure the Cabinet that labor costs associated with snow and ice removal are only charged to snow and ice removal and not included in the invoice associated with Section 2.A.

F. Specialty and Additional Equipment

With prior written approval from the Cabinet, the Cabinet agrees to reimburse Metro Government for specialty or additional equipment needed to accomplish the services described in Section 2 that Metro Government is unable to complete with Metro Government personnel and/or equipment. The Cabinet shall reimburse Metro Government for all direct costs of equipment rental fees, fuel cost, and applicable transport cost. Any payments made by Metro Government for specialty and additional equipment shall be invoiced monthly. With prior written approval from the Cabinet, equipment owned by Metro Government outside of this Agreement and used on roads defined in Section 2 shall be invoiced to the Cabinet at the appropriate FEMA rates.

Specialty and additional equipment costs shall not exceed \$30,000 in State fiscal year 2019 without prior written approval from the Cabinet.

4. CONTRACT SERVICES:

All of the materials furnished by Metro Government and all contract work performed in carrying out this Agreement shall be purchased from the lowest or best value bidder after competitive bidding is conducted by Metro Government's purchasing agent and shall meet current Cabinet specifications. All purchasing shall follow the Kentucky Model Procurement Code as outlined in KRS Chapter 45A. Metro Government shall use only licensed contractors and subcontractors who are prequalified to work for the Cabinet for any necessary construction services unless an exception is granted by the State Highway Engineer or his designee.

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5. PERIOD OF PERFORMANCE:

The effective dates for this Agreement shall be July 1, 2018 through June 30, 2019. This Agreement shall not be modified except by the written agreement of all Parties. No work may begin under this Agreement until all Parties have signed it. The Agreement may be renewed in one-year increments upon the written agreement of the Parties.

6. LIABILITY:

Metro Government shall be responsible to the extent allowable under Kentucky law for any negligent acts performed by Metro Government and their employees and the Cabinet shall be responsible for its own negligent acts to the extent provided under law.

7. CAUSES AND TERMINATION:

Either party may terminate this contract without cause after ninety (90) days written notice or for cause immediately at any time. In the event of termination, payment for services complete up to and including the date of termination shall be based upon work completed at the rates identified in this Agreement. In the case where the Cabinet elects to terminate this Agreement, the Cabinet shall be responsible for payment to Metro Government all penalties for lease agreements or equipment purchases for equipment utilized for this Agreement. All lease and purchase agreements are calculated on a five (5) year plan beginning the date of rental or purchase of required equipment.

8. FUNDING OUT PROVISION:

The Cabinet 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 Cabinet shall provide Metro Government thirty (30) calendar days written notice of termination of the contract due to lack of available funding.

9. CONFLICT OF INTEREST:

The Parties certify, by the signatures of duly authorized representatives on this Agreement, that they are legally entitled to enter into this Agreement and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky by the performance of this Agreement.

10. CAMPAIGN FINANCE:

Metro Government certifies that neither he/she nor any member of his/her immediate family having an interest of ten percent (10%) or more in any business entity involved in the performance of this Agreement, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the last election preceding the date of this Agreement. Metro Government 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

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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 shall not violate any provisions of the campaign finance laws of the Commonwealth.

11. VIOLATION OF TAX AND EMPLOYMENT LAWS:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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 the state sales and use tax, corporate and utility 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 agreement shall report any such final determination(s) of violation(s) to the Commonwealth by 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 agreement 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 agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

12. 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(8) and (10), 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).

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13. RECORDS RETENTION:

The Cabinet and Metro Government shall maintain, during this Agreement, and retain not less than five (5) years from the date of its termination, complete and accurate records of all the services to be provided hereunder.

14. ENTIRE AGREEMENT:

This Agreement is the entire Agreement and understanding of the Parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties. No representation, promise, inducement, or statement of intention has been made by the Parties that are not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the Parties.

15. SUCCESSORS:

This Agreement shall be binding upon and insure to the benefit of the Parties and their respective heirs, successors, and assigns.

16. SEVERABILITY:

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

17. COUNTERPARTS:

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.

18. ACCOUNTING DOCUMENTATION:

Metro Government shall document and track all services performed in accordance with this Agreement and shall provide sufficient documentation for the cost categories described in Section 3 with each monthly billing to the Cabinet. This documentation and tracking shall include MIDAS service request logs by route and milepoint and the service performed; and the employees, equipment, and materials utilized.

Metro Government shall provide a contract compliance officer to oversee the terms of this Agreement, coordinate and cooperate with KYTC personnel on information as needed, and adhere to the corrective action plan created by Metro Government as detailed in Attachment E. The corrective action plan in Attachment E shall be updated quarterly or as otherwise requested by KYTC.

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19. DISPUTES:

Metro Government and the Cabinet's District Office in Louisville shall attempt to resolve any disputes concerning work performed pursuant to this Agreement. Any dispute concerning a question of fact in connection with work performed pursuant to this Agreement that cannot be resolved by these two Parties shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any dispute concerning a question of law shall be governed by the laws of the Commonwealth of Kentucky. The Parties agree that any legal action brought on the basis of this Agreement shall be filed in Franklin County, Kentucky.

20. DISCRIMINATION:

This section applies only to agreements 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 agreement, the Contractor agrees as follows:

1. 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.
2. 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.
3. 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

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purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. 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.

5. 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 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.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement 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 may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. 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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Memorandum of Agreement Standard Terms and Conditions

1.00 Cancellation clause:

Either party may cancel the agreement at any time for cause or may cancel without cause on 30 days' written notice.

2.00 Funding Out Provision:

The state agency may terminate this agreement 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 agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

3.00 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 will be reduced by the amount specified in that document.

4.00 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(8) and (10), 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).

5.00 Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and

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until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 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.

6.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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 agreement shall report any such final determination(s) of violation(s) to the Commonwealth by 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 agreement 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 agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

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_____ 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.

7.00 Discrimination:

This section applies only to agreements 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 agreement, 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

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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 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.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement 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 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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Louisville/Jefferson County Metro Government

APPROVED:

Greg Fischer, Mayor
Louisville/Jefferson County Metro Government

Date: _____

APPROVED AS TO LEGALITY AND FORM:

Assistant Jefferson County Attorney

Date: _____

Commonwealth of Kentucky, Transportation Cabinet

APPROVED:

Greg Thomas, Acting Secretary
Transportation Cabinet
Commonwealth of Kentucky

Date: _____

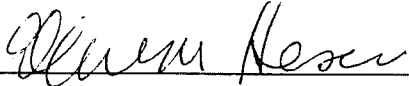
APPROVED AS TO LEGALITY AND FORM:

Office of Legal Services
Transportation Cabinet
Commonwealth of Kentucky

Date: _____

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Louisville/Jefferson County Metro Government
APPROVED:



 Greg Fischer, Mayor
 Louisville/Jefferson County Metro Government

Date: 5/30/18

APPROVED AS TO LEGALITY AND FORM:

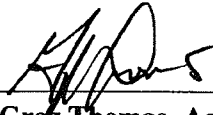


 Assistant Jefferson County Attorney

Date: 5/22/18

Commonwealth of Kentucky, Transportation Cabinet

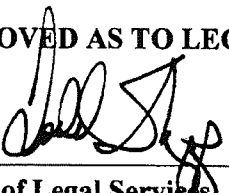
APPROVED:



 Greg Thomas, Acting Secretary
 Transportation Cabinet
 Commonwealth of Kentucky

Date: 6/12/18

APPROVED AS TO LEGALITY AND FORM:



 Office of Legal Services
 Transportation Cabinet
 Commonwealth of Kentucky

Date: 5/15/18

