



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 1900000115 (PO2 605 1900000115)

To Whom it May Concern,

Enclosed is the finalized contract for Louisville Metro MOA Traffic Control Devices. 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, CPPO
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 1900000115

Version: 1

Record Date: 06/14/18

Document Description: Louisville Metro MOA Traffic Control Devices

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		Maintenance/Operation of Electrical Traffic Control Devices	\$0.000000	\$2,020,000.00	\$2,020,000.00

Extended Description:

The Cabinet shall pay Metro Government for all approved billings for the maintenance and operation of electrical traffic control devices including equipment, labor, and contract services, in the performance of work as outlined in this Agreement. Materials are shown in a separate cost category. The Cabinet shall reimburse Metro Government for actual costs incurred. With prior approval, the Cabinet agrees to reimburse Metro Government for contract services needed to accomplish the services in this category that Metro Government is unable to complete with Metro Government personnel and/or equipment.

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		Lighting for KICC Renovation	\$0.000000	\$844,800.00	\$844,800.00

Extended Description:

Metro Government shall install maintain, and operate overhead lighting the entire length of S. Third Street from Market Street to Jefferson Street. Lighting, signage, and striping enhancements will be installed to better demark the pedestrian corridor and any bus stops along this road segment. The new lighting system will contain attributes and qualities to enhance pedestrian comfort, security, and safety in the vicinity of the Kentucky International Convention

Center. The Cabinet shall pay Metro Government \$884,800 in State fiscal year 2019 for the installation, maintenance, and operation of overhead lighting the entire length of S. Third Street from Market Street to Jefferson Street.

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:	\$2,864,800.00
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	Document Description	Page 2
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

MEMORANDUM OF AGREEMENT

Amendment 3B

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:

**Traffic Engineering and the Operation and Maintenance of Electrical Traffic Control
Devices**

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 into by and between the Louisville/Jefferson County

	Document Description	Page 3
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

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, Metro Government and the Cabinet ("Parties") agree as follows:

1. SCOPE:

The terms of this Agreement shall apply to the Cabinet-owned roadways in Metro Louisville/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 roadways in Jefferson County. The Cabinet shall share future modifications of this Official Order with Metro Government.

This Agreement addresses engineering services and the operation and maintenance of electrical traffic control devices along these roadways. For this Agreement, electrical traffic control devices shall include traffic signals, flashing beacons, school flashers, LED-enhanced signs, and any associated overhead signals.

2. OBLIGATIONS:

A. Metro Government agrees to undertake the following obligations:

1. Metro Government shall maintain, operate, and rebuild existing electrical traffic control devices. Routine maintenance and operation of existing devices shall not require any preapproval from the Cabinet. Metro Government shall have the ability to respond to emergency call outs on a 24-hour, 7-day per week basis as warranted by the situation.
2. Metro Government shall perform major upgrades of materials and/or electrical components at existing electrical traffic control device installations. Metro Government shall not perform such activities without prior written approval from the Cabinet.
3. Metro Government shall install, maintain, and operate new electrical traffic control devices that are approved by the Cabinet. New electrical traffic control devices shall not be installed by Metro Government without prior written approval from the Cabinet.
4. Metro Government shall conduct traffic engineering reviews/studies

	Document Description	Page 4
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

associated with requests for new or modified electrical traffic control devices. If such requests are deemed warranted by Metro Government, documentation for the engineering study shall be forwarded to the Cabinet for approval.

5. Metro Government shall be responsible for the removal of any electrical traffic control devices. However, no electrical traffic control devices shall be removed without prior written approval from the Cabinet.

6. Metro Government shall deliver all State-owned materials and electrical components, removed as a result of services accomplished under this Agreement, to the D-5 electrical yard.

7. Metro Government shall be responsible for the daily monitoring and maintenance of traffic signal system operations and for the associated traffic engineering necessary for the traffic signal systems to operate and move traffic effectively.

8. Metro Government shall furnish materials and electrical components that are not available from the Cabinet's warehouse or through Cabinet contracts for the purpose of installing, maintaining, and operating electrical traffic control devices and traffic signal systems.

9. Metro Government shall perform all contractual obligations in conformance with the current edition of the Manual on Uniform Traffic Control Devices (as defined by 603 KAR 5:050), the Cabinet's Standard Specifications for Road and Bridge Construction, and the Cabinet's Division of Traffic Operations Guidance Manual.

10. Metro Government shall install, maintain, and operate overhead lighting the entire length of S. Third Street from Market Street to Jefferson Street. Lighting, signage, and striping enhancements will be installed to better demark the pedestrian corridor and any bus stops along this road segment. The new lighting system will contain attributes and qualities to enhance pedestrian comfort, security, and safety in the vicinity of the Kentucky International Convention Center.

B. The Cabinet agrees to undertake the following obligations:

1. The Cabinet shall provide standard materials available from their warehouse and existing contracts to Metro Government for the purpose of installing, maintaining, and operating electrical traffic control devices and traffic signal

	Document Description	Page 5
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

systems.

2. The Cabinet shall track the amount of material provided to Metro Government through the Louisville District Office, Transportation Warehouse, and existing material contracts for obligations performed under this Agreement. The Cabinet shall ensure that materials are not provided to Metro Government in excess of this Agreement's established limit for such materials (referenced in Section 3.B). Providing materials in excess of this maximum limit shall require prior written approval from the Cabinet.

3. The Cabinet shall review conditions and provide written approval to Metro Government for new installations and major upgrades and modifications to existing electrical traffic control devices when warranted.

4. At their discretion, the Cabinet may elect to fund specialized materials and major projects beyond the capabilities of Metro Government and terms of this Agreement. Requests for such projects shall be submitted to and approved by the Cabinet in writing.

3. FINANCIAL CONSIDERATIONS:

Metro Government shall submit monthly invoices to the Cabinet's Louisville District Office. The Cabinet shall pay Metro Government within thirty (30) working days of receipt of invoice.

A. Maintenance/Operation of Electrical Traffic Control Devices (Including Equipment) and Traffic Engineering

The Cabinet shall pay Metro Government \$1,770,000 in State fiscal year 2019 for the maintenance and operation of electrical traffic control devices in the performance of work as outlined in this Agreement and shall be based on a per asset cost basis as outlined in Attachment B. When equipment listed in Attachment C is determined to be ready to sell by both the Cabinet and Metro Government, 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 may transfer pieces of equipment if Metro Government is the successful bidder at the public auction.

The Cabinet shall pay Metro Government \$250,000 in State fiscal year 2019 for traffic engineering in the performance of work as outlined in this Agreement.

Total payment under the category shall not exceed \$2,020,000 in State fiscal year 2019 without prior written approval from the Cabinet.

	Document Description	Page 6
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

Annual Total: \$ 2,020,000

Monthly Invoice Cost: \$168,333.33

B. Materials

The Cabinet shall provide materials, available from their warehouse and existing contracts, to Metro Government for the purpose of installing, maintaining, and operating traffic signals, traffic signal systems, and other electrical traffic control devices. The Cabinet shall keep records of the materials provided throughout the fiscal year. Costs associated with material that is provided by the Cabinet shall not exceed \$500,000 in State fiscal year 2019. Providing materials in excess of this maximum limit shall require prior written approval from the Cabinet.

C. The Cabinet shall pay Metro Government \$844,800 in State fiscal year 2019 for the installation, maintenance, and operation of overhead lighting the entire length of S. Third Street from Market Street to Jefferson Street. Lighting, signage, and striping enhancements will be installed to better demark the pedestrian corridor and any bus stops along this road segment. The new lighting system will contain attributes and qualities to enhance pedestrian comfort, security, and safety in the vicinity of the Kentucky International Convention Center. Metro may invoice monthly or for this entire cost upon completion of the project. The Cabinet understands and agrees that this work may begin in June 2018 with completion and reimbursement in fiscal year 2019.

4. CONTRACT SERVICES:

All of the equipment and materials furnished by Metro Government and all contract work, other than contracted engineering services, 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. 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 do work for the Cabinet for any necessary construction services.

For contract work involving engineering services, Metro Government shall use only licensed consultants who are prequalified by the Cabinet. All engineering services to be contracted shall comply with all legal advertisement and selection requirements including, but not limited to, the Kentucky Model Procurement Code provisions of KRS Chapter 45A and KRS Chapter 424.

	Document Description	Page 7
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

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. This 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 the 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 completed 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 for all penalties for lease agreements or equipment purchases for equipment utilized for this Agreement. All lease and purchase agreements are calculated on a five-year plan beginning the date of rental or purchase of required equipment.

8. 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.

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

	Document Description	Page 8
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

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 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.

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

	Document Description	Page 9
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

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).

13. REPORTING AND RECORDS RETENTION:

Metro Government shall provide monthly invoices detailing the nature of the work accomplished under this Agreement. The Cabinet and Metro Government shall maintain, during this Agreement, and retain not less than five 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 relative thereto. 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 hereto.

15. SUCCESSORS:

This Agreement shall be binding upon and insure to the benefit of the Parties hereto 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 original and all executed counterparts shall constitute one and the same

	Document Description	Page 10
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

instrument.

18. ACCOUNTING DOCUMENTATION:

Metro Government will document and track all services performed in accordance with this Agreement and provide support documentation for the cost categories described in Section 3 with each monthly billing to the Cabinet. This documentation and tracking will include MIDAS service request logs; work locations identified by routes and milepoints; specific services performed; and equipment and materials utilized.

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

	Document Description	Page 11
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

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 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

	Document Description	Page 12
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

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.

	Document Description	Page 13
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

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

	Document Description	Page 14
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

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:

	Document Description	Page 15
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

_____ 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

	Document Description	Page 16
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

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.

	Document Description	Page 17
1900000115	Louisville Metro MOA Traffic Control Devices	of 18

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, Secretary
Transportation Cabinet
Commonwealth of Kentucky

Date: _____

APPROVED AS TO LEGALITY AND FORM:

Office of Legal Services
Transportation Cabinet
Commonwealth of Kentucky

Date: _____

	Document Description	Page 16 17
1900000115	Louisville Metro MOA Traffic Control Devices	of 16 18

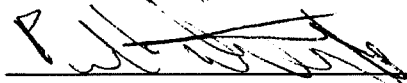
Louisville/Jefferson County Metro Government
APPROVED:



Greg Fischer, Mayor
 Louisville/Jefferson County Metro Government

Date: 5/30/18

APPROVED AS TO LEGALITY AND FORM:

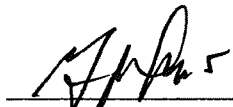


 Assistant Jefferson County Attorney

Date: 5/29/18

Commonwealth of Kentucky, Transportation Cabinet

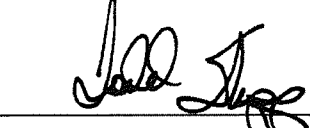
APPROVED:



Greg Thomas, 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

