



Commonwealth of Kentucky CONTRACT

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Document Description: LFUCG MOA for Mowing

Cited Authority: KRS177.280
Agreements of local government units

Reason for Modification:

Issuer Contact:

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Vendor Name: LEXINGTON FAYETTE URBAN CO GOVERNMENT 200 EAST MAIN STREET LEXINGTON KY 40507	Vendor No. KY0032969 Vendor Contact Name: BILL O'MARA Phone: 859-258-3300 Email: BILLO@LEXINGTONKY.GOV
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Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Fine Turf Mowing - Fayette County	\$0.000000	\$262,000.00	\$262,000.00

Extended Description:

LFUCG shall perform fine turf mowing, trimming, and litter removal services along identified routes per Attachment 3 at the rate of \$58.00 per acre. Approximate number of mowing cycles shall be 18 per season with no guaranteed quantity.

Effective From: 2020-07-01 **Effective To:** 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		Fine Turf Mowing - Citation Blvd.	\$0.000000	\$68,000.00	\$68,000.00

Extended Description:

LFUCG shall perform fine turf mowing, trimming, and litter removal services along identified areas of Citation Blvd. per Attachment 3 at the rate of \$35.00 per acre. Approximate number of mowing cycles shall be 18 per season with no guaranteed quantity..

Shipping Information: Various Shipping	Billing Information: KYTC District 7 - Lexington District Office
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See Extended Description Various KY	800 Newtown Court PO Box 11127 Lexington KY 40511
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TOTAL CONTRACT AMOUNT:	\$330,000.00
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This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet ("the Commonwealth") and Lexington Fayette Urban County Government (LFUCG) ("the Contractor") to establish an agreement for Mowing Services. The initial MOA is effective from July 1, 2020 through June 30, 2022.

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 District 7. 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:

Matthew Bland, Roadside Environment District Administrator
 KYTC District Seven – Lexington Office
 800 Newtown Court
 P.O. Box 11127
 Lexington, KY 40511
 Phone: (859) 246-2355
 Email: Matthew.Bland@ky.gov

Buyer:

Laura Hagan, CPPO, CPPB
 Division of Purchases
 Kentucky Transportation Cabinet 200 Mero Street,
 Frankfort, Kentucky 40622
 Phone: 502-564-4630
 Email: Laura.Hagan@ky.gov

SECTION 2-SCOPE OF SERVICES

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2.00 Services Required:

LFUCG shall provide litter removal, mowing and trimming services of vegetation along roadsides of US and KY roadways located in Fayette County, Kentucky which are under control of KYTC and any other routes as agreed upon.

Contractor shall provide for all labor and equipment required to complete the project per the terms and conditions as set forth within this Memorandum of Agreement. Such work shall be performed by LFUCG mowing contractors in accordance with the terms and specifications set forth in Attachment 1 ("Environmental Services Mowing"), which are attached hereto and incorporated herein by reference.

A map and description of designated areas in which these litter removal, mowing, and trimming services are to be provided is attached hereto as Attachment 2 and incorporated herein by reference.

INSURANCE:

To the extent permitted by law, and without waiving any defense that is available to LFUCG, including that of sovereign immunity, LFUCG shall provide proper insurance coverage to indemnify the Commonwealth of Kentucky and to hold the Commonwealth of Kentucky harmless against all loss, expenses, or injury to person or property. In no event shall LFUCG's indemnification act as a waiver of any defense, immunity, or damage limitation LFUCG may otherwise have available as to third parties.

Evidence will be furnished to the Transportation Cabinet Division of Purchases each year that public liability (General Liability) insurance is carried in the following amounts:

Property \$1,000,000.00

Personal \$1,000,000.00

And Kentucky worker's compensation insurance in accordance with the requirements of KRS 45A.480 and KRS Chapter 342.

LFUCG may satisfy its obligations to maintain General Liability insurance by maintaining an authorized policy of self-insurance with the limits described herein. In that event, LFUCG shall provide evidence of authorized self-insurance to KYTC. It shall be the responsibility of LFUCG to maintain this insurance coverage at all times and to notify the Division of Purchases with any changes/additions which may occur. LFUCG shall provide an updated copy of the insurance certificate or other evidence of an approved self-insurance policy each year upon contract renewal.

Terms and Conditions:

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Comply with all applicable federal, state, and local laws, ordinances and regulations governing safety, provide all safeguards needed for employees and equipment, and secure any and all permits and licenses that may be required.

Conform all equipment to all prevailing Occupational Safety and Health Administration (OSHA) regulations. Require all operators and other employees to wear safety vests that conform to OSHA regulations on the job site at all times.

Replace or repair damage to turf, slopes, trees, shrubs, signs, delineator posts, or other roadside feature in like kind at the direction of the Department and at no cost to the Department.

Work will be performed under the supervision of the Chief District Engineer of the Department of Highways and the Department will direct the time and place for the operation of all items of work to be performed under this MOA Contract

LFUCG shall be responsible for monitoring work performance and assuring that all work is performed in accordance to contract specifications.

The quantities of each item of work to be submitted for payment will be the actual quantity of work performed and completed by the Contractor as designated on the Work Order.

It is herein set forth that the quantities are estimates only and that the actual usage will be determined by the needs of the Kentucky Department of Highways.

Other Terms and Conditions:

All work performed under this MOA shall be in accordance to specifications as set forth between LFUCG and their mowing contractors. **See Attachment 1 for specifications.**

Nothing in this **AGREEMENT** shall create or be construed to create any rights or benefits in favor of third parties, specifically including but not limited to LFUCG's mowing contractors.

Cycles of Work - Right-of-Way Mowing and Trimming:

Perform the work on each cycle of this MOA Contract as noted on the included Work Location Sheet(s) and as directed by the Department. Perform the number of cycles of work on each route or route segment of this Contract as noted on the included Work Location Sheet(s) and as directed by the Department.

Cycles of mowing and trimming may be reduced or increased as directed by the Department when climatic conditions exist that either limit or enhance the growth of vegetation. Cycles of mowing and trimming may also be increased on certain routes or

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route segments to accommodate special events that may occur throughout the mowing season. Any partial cycles will be performed at the unit price for mowing and trimming.

Where a construction project is in progress, or where a construction project is awarded during the period of this Contract that interferes with work operations, the construction contract will have priority. No claim will be allowed for interruptions to the schedule or operations of this Contract.

When directed by the Department, perform work operations on this Contract on an area that had previously been skipped due to the construction contractor's operations. No additional compensation will be allowed for returning to accomplish this work.

A full or partial cycle or cycles on a specific segment or route may be deleted from this Contract by the Department due to the operations of the construction Contractor without invalidating the remainder of this Contract. No additional compensation will be made for anticipated profit on such elimination of a cycle. Contrary to Section 104.02.02 of the current edition of the Kentucky Standard Specifications for Road and Bridge Construction manual there shall be no adjustment to unit price if cycles or partial cycles are added or deleted.

Maintain and Control Traffic:

Perform Right-of-Way Mowing and Trimming Operations in accordance to these Terms and Conditions for traffic control. Maintain traffic and furnish all traffic control devices and all materials that conform to these Terms and Conditions and the Manual on Uniform Traffic Control Devices (MUTCD), the Standard Drawings or Sepia Drawings, Current Editions, and the Standard Specifications for Road and Bridge Construction, Current Edition.

A link to the Manual on Uniform Traffic Control Devices can be found at:

<http://mutcd.fhwa.dot.gov>

A link to the Standard Drawings can be found at:

<http://transportation.ky.gov/Highway-Design/Pages/2012-Standard-Drawings.aspx>

A link to the Standard Specifications can be found at:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

Provide strobe lights for all tractors and work zone support vehicles that:

- # cover a 360F0B0 effective area;
- # utilize 360F0B0 optics;
- # have a minimum height of 4 inches;

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- # produce a minimum of 60 single flashes or 120 double flashes per minute and 12 joules per main flash;
- # are amber in color;
- # penetrate bright sunlight, haze, fog, smog, and darkness.

Provide flags that are fluorescent red/orange in color, 24 inches by 24 inches in size, and that are made of a heavy-duty nylon reinforced coated vinyl material that has weighted edges (See Drawings).

Provide warning signs that conform to Section 112.02.04 of the Standard Specifications.

Furnish all traffic control devices in new or in like new condition at the beginning of the work and maintain the devices in like new condition until the completion of the work.

Require employees to wear safety vests that conform to OSHA regulations on the job site at all times.

Equip all designated work zone vehicles (mowers, service trucks, and vehicles for supervisory personnel) with flashing lights, warning strobe lights, and fluorescent red/orange flags. Equip other equipment entering or leaving the designated work zone with warning strobe lights that are visible in all directions at all times.

Maintain the flow of traffic in all lanes at all times. The Department will not allow lane closures for the performance of right-of-way mowing on this contract project; however, mobile lane closures will be allowed for tramming mowing equipment across bridges. Perform mowing operations with the flow of traffic when operating within twenty feet of the edge of the pavement (edge-line of the driving lane).

Do not perform mowing operations with a mowing unit attachment extending past the unit into a traffic lane or onto a paved shoulder. When moving mowing equipment (tramming) from one location to another within the project limits, operate the equipment with the flow of traffic on the shoulder or in the median. However, where the shoulder on a bridge is not full-width and any other method of passage across the bridge is impractical, mobile lane closures will be allowed for tramming the mowing equipment across the bridge. Use extreme caution when utilizing mobile lane closures to cross highway bridges.

Perform all work only during daylight hours (one-half hour after dawn to one-half hour before dusk). Do not perform work when headlights would interfere with the normal flow of roadway traffic. Failure to comply with this requirement will result in an immediate suspension of all work operations. Operations will remain suspended until approval has been given by the Department for work operations to continue.

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Do not tram (move from one location to another) mowing equipment on the pavement or on the shoulder surface from one contract project to a second contract project on a fully controlled access highway facility (i.e., interstate or parkway route). Any occurrence of this action is in violation of state statute, and if observed, will result in an immediate suspension of the tramping operation. Operations will remain suspended until an alternative method of transporting the mowing equipment is secured and approval is given by the Department for the equipment to be moved by the alternative method.

Provide warning signs that are 48 inches by 48 inches in size, diamond shaped with black Series "C" letters 8 inches in height on an orange background with a black border. Place warning signs with the message "Begin Mowing Zone" four of each and with the message "End Mowing Zone" four of each to designate a mowing work zone on a multi-lane median divided highway facility.

Where the highway facility is not median divided place two each of "Begin Mowing Zone" signs and two each of "End Mowing Zone" signs to designate the mowing work zone.

Establish a designated work zone(s) for mowing that is a maximum of two miles in length. Place the warning signs 750 feet prior to the beginning of the work zone and 750 feet beyond the end of the work zone.

Establish additional two-mile work zones adjacent to the initial work zone to a maximum distance of eight (8) miles, provided work is being performed in each adjacent work zone. As an option, place a supplemental plate with the message NEXT [2, 4, 6, or 8] MILES below the initial warning sign, or with a message to correspond with the length of the work zone that has been established.

Place warning signs on a median divided highway facility in a dual manner, one on the outside shoulder and one in the median, or inside shoulder of the roadway at both the beginning and ending points of the designated work zone for both directions of travel.

Where the roadway is not a median divided highway facility, place warning signs on the right and left shoulders of the roadway at both the beginning and ending points of the designated work zone for both directions of travel.

Place warning signs on the entrance ramp of any interchange or roadway intersection that is located within a designated work zone and place the signs on the right shoulder of the ramp or side road 500 feet prior to the beginning of the merge area or intersection. Where the length of the entrance ramp is less than 500 feet, place the warning signs at the beginning of the ramp.

Mount warning signs on multi-leg stands in a secure and visible manner such that the signs will be a minimum of eighteen inches (18") above the shoulder or roadway pavement.

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Where the paved shoulder area adjacent to a median barrier wall on a multi-lane median divided highway facility is not of sufficient width to place warning signs in a proper manner, place the warning signs atop the median barrier wall for both directions of travel. Achieve this placement by using a clamping device approved by the Department. Do not attach warning signs to other roadway appurtenances that exist on the project such as signposts, delineator posts, or guardrail end treatments.

Use a full complement of warning signs at all times. Place the warning signs to designate a work zone on the job site at the beginning of each workday prior to the beginning of work operations. Move the warning signs and re-establish a work zone as work operations progress. Remove warning signs from the job site after work operations cease at the end of each workday.

Place warning signs that are 24 inches by 48 inches with black Series "C" letters eight inches in height on an orange background with a black border on vehicles designated as work zone support vehicles. Provide the designated message "Watch for Sudden Stop" on the signs.

Failure to place warning signs in a manner consistent with these Traffic Control Terms and Conditions will result in a suspension of work operations. Operations will remain suspended until signing consistent with the Traffic Control Terms and Conditions are achieved and approval is given by the Department for work operations to resume.

Move Contractor Vehicles and Contractor Employee Vehicles with the flow of traffic at all times. Enter and leave work areas in a manner that will not be hazardous to or interfere with the normal flow of traffic. Do not park or stop vehicles except within designated work areas as approved by the Department. Prohibit vehicles from crossing the roadway. Limit all employee pedestrian movement on the roadway to the protected work zone areas. Park personal vehicles only in areas within the right-of-way as designated by the Department.

Coordinate the work with other projects that may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. Coordinate the work on this project with the work of the other contractors. The Department will determine the relative priority to give to work phasing on the various projects when there is a conflict.

Designate a Traffic Control Coordinator in accordance to Section 112.03.12 of the Standards Specifications.

The "Maintain and Control Traffic" item of work **shall not** be a measured line item for payment.

Section 2.01 – KYTC Department of Highway District 7's Responsibilities

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KYTC will provide public service notifications that the LFUCG is performing mowing operations on state roads located in Fayette County and any other areas as designated on behalf of KYTC. These announcements will include the anticipated beginning and end of each mowing cycle as well as KYTC contact information needed to report mowing concerns.

KYTC will make payment for services provided at the prices listed in Section 3.

Section 2.02 –

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
ENVIRONMENTAL SERVICES MOWING SPECIFICATIONS
Taken from Specifications of Contract 174-2017; Turf Mowing
Table of Contents**

- A.1 Types of Mowing and Definitions
- B.1 Specifications for Mowing
- C.1 Litter and Debris Removal

A.1 Types of Mowing and Definitions

A.1.1 Turf mowing with a finishing (i.e. lawn) mower shall be used for the vast majority of the work in this scope. Turf mowing shall provide a clean cut to a **height of 3-4 inches**.

A.1.2 Brush cut mowing may be used in the bottoms of detention basins or wet greenway areas, in areas where honeysuckle stumps exist, or on roadside sections (i.e. not medians or within 10 feet of sidewalk) of the Citation Bid Package. Brush cut mowing shall provide a clean cut to a **height of 4-5 inches**.

A.1.3 String trimming / weed-eating shall consist of using a string trimmer to cut slopes, around hardscapes, concrete joints, gutter lines, fence lines, and areas that a mower can not maintain due to stumps or other obstructions.

A.1.4 Edging shall consist of using a stick edger or string trimmer to create a vertical edge of grass at a curb line or a sidewalk edge.

A.1.5 Terms:

- # Hardscapes - any asphalt or concrete surface including but not limited to sidewalks, curbs, gutters, parking lots, roads, etc.
- # Litter / Debris - items that have been discarded or washed or blown into a work area such as tires, plastic, paper, metal, glass, cans, bottles, etc. Includes fallen limbs up to 6" in diameter. Also includes large rocks, broken off pieces of asphalt, or concrete.

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- # Obstacles - any objects that stand in the way or holds up the mowing process. This may include but not limited to sign posts, light posts, fences, guard rails, headwalls, utility boxes, bridge end abutments, trees and landscape plantings.
- # Rights-of-Way (ROW) – for the purposes of this scope, ROW refers to the public areas along the sides of roads, as a way to differentiate from medians.

B.1 Specifications for Mowing

B.1.1 Practice safety first; all safety measures, equipment, guards, and chutes are in place while mowing. Always mow with the safety of the operator, others, vehicles, and property in mind. Contractors are required to follow OSHA and Department of Transportation regulations regarding employee safety.

B.1.2 All mowing along roadways shall follow all requirements for traffic control and traffic control devices of the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), published by the Federal Highway Administration.

B.1.3 Contractor employees shall wear HI VISIBILITY clothing (i.e. vest, shirt, or jacket) and proper attire remaining fully dressed during the performance of all work under this contract, whether in a roadway or not. Working without a shirt or appropriate closed toe protective footwear is prohibited.

B.1.4 Public roads, walkways and sidewalks shall not be blocked to vehicular or pedestrian traffic while performing mowing operations.

B.1.5 All mowers used for mowing ROW and medians shall be fitted with rear discharging mowers OR mulching blades with the discharge pointing down AND chutes blocked to eliminate projection of grass or debris onto streets. No mowers shall be used on medians and ROW that do not have these protections in place. Blowing grass and debris into the road is a hazard for people and property and will not be tolerated.

B.1.6 All mowing associated with this contract, except areas listed in A.1.2, shall be turf mowing to a grass height between 3 and 4 inches in height. Cutting too short is prohibited. Scalping shall be avoided.

B.1.7 Brush cut mowing or string trimming may be used instead of turf mowing in the bottom areas of detention basins, in areas where honeysuckle stumps exist, on steep slopes, or on roadside sections (i.e. not medians or within 10 feet of sidewalks) of the Citation Bid Package. Brush cut hog mowing shall provide a clean cut to a height of 4-5 inches.

B.1.8 Edging is required to varying degrees depending upon location as follows:

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- # Curb lines and sidewalks on Medians and ROW shall be kept clean by string trimming to eliminate grass/weeds growing horizontally across the curb.

B.1.9 This contract requires the Contractor to maintain a clean manicured appearance within the entire mowing area including steep slopes, and includes cutting of weeds and grass via string trimming at the base of fence lines, in joints and cracks, and around obstacles such as utility poles, guard rails, fences, buildings, steps, and headwalls. This includes string trimming and/or blowing or brooming (reminder: no herbicide shall be used) to remove sediment and vegetation growing in:

- # gutter lines (i.e. the 90 degree angle where the vertical curb ends and the gutter begins),
- # gutter joints (i.e. the joint between the concrete gutter and the road asphalt pavement), and
- # joints and cracks on concrete medians, sidewalks, and parking lots.

Care shall be taken not to mar obstacles or damage concrete joints or further damage failing concrete/asphalt. In such areas, the Contractor may ask for assistance from LFUCG in controlling weeds.

B.1.10 There are some areas of ROW that currently have overgrowth of honeysuckle or invasive pear trees which prevent mowing. These invasive shrubs/trees are in the process of being removed by DES staff from all mowing areas in this contract. Areas which have had these invasives removed or cut to the ground shall be mowed as part of this contract starting with the first mow in April. In general, stumps are cut to 2-3" from the ground, but higher stumps could remain. The Contractor is required to string trim or brush cut mow these areas. In addition, the Contractor is required to immediately begin mowing areas once shrubs/trees are removed going forward throughout the period of the contract. The bid package areas are computed based assuming all honeysuckle/pears have been removed and the entire corridor or lot is mowable from fence to fence. In areas where the honeysuckle is yet to be removed, the Contractor shall mow up to the edge of the shrubs.

B.1.11 All mowing shall be performed to minimize and/or eliminate projection of grass onto hardscapes, sidewalks, trails, or gutters. All grass clippings shall be removed off of hardscapes, including out of gutter lines, prior to leaving the work site with a blower, broom, rake etc. Shred all excess clumps of grass. Reduce speed to reduce clumping of grass. Mowing blades are to be sharp to prevent tearing of grass and minimize clumping. In the case of excessive grass clippings or other material which could cause a stormwater blockage or other potential problem, the Contractor shall remove it from the site and properly dispose of it.

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B.1.12 At no time shall the Contractor allow mowed clippings or litter or debris to be blown, swept, or raked into any planting bed, tree mulch ring, gutter, storm drain, yard inlet, curb inlet, or drainageway, swale, or creek.

B.1.13 Trees, shrubs, and landscaping shall be protected at all times.

ROW and Medians: Most, if not all, planted trees in these areas will have been protectively mulched by the Division of Environmental Services prior to start of mowing operations. This mulch is placed in part to keep mowing equipment from coming too close to the trees and eliminate the need for string trimming. Contractors shall mow to the edge of the mulch (i.e. no grass left uncut next to the mulch). If there are trees that are not mulched, the Contractor shall stay 2 feet away from the tree trunks to avoid hitting the trees or branches. No string trimming is required around these planted trees on ROW and medians. DES will maintain these areas. However, volunteer (i.e. not planted) trees along rural type roadsides (e.g. Stone Rd, Cane Run Rd) shall be carefully string-trimmed around to reduce unsightly high vegetation. In such cases, avoid nicking trees or removing bark.

The Contractor shall not blow grass clippings onto planter beds, landscaping, or mulch rings.

B.1.14 In some locations, abutting property owners may mow parts of a bid package. In those locations, the Contractor may skip over these areas as long as they are being maintained meeting the quality of this scope. If a Contractor notices a location in a bid package (e.g. a stand-alone median) that is clearly being maintained by someone else, the Contractor is obligated to inform the DES Contracts Mowing Manager for consideration for removal from the contract mowing list.

B.1.15 The following activities are **not** included in this contract and will be handled by others:

- # Weed pulling/ maintenance of landscaping beds, trees, and mulched areas
- # Use of herbicide.

C.1 Litter and Debris Removal

C.1.1 This operation shall include the **removal of all** litter and/or debris from all designated mowing areas including landscaped areas, hardscapes, curbs and gutters, and storm drain inlets **prior to mowing**. **No litter, grass, or debris shall be placed, pushed or blown into storm drains.** Leaving mowed over trash or placing trash/grass in a storm drain is a violation of this contract and may result in removal from the contract.

C.1.2 The Contractor shall be responsible to remove and dispose of limbs smaller than six (6) inches in diameter. Contact the Division of Environmental Services to remove

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larger limbs. Contact the Division of Environmental Services to pick up litter/debris clearly resulting from dumping.

C.1.3 If the Contractor comes across any debris that appears to be illegal in nature (e.g. weapons, drugs), leave in place and immediately contact 911 and the LFUCG's Mowing Contracts Manager. If the Contractor comes across a chemical or other illicit spill, leave in place and immediately contact LFUCG's Mowing Contracts Manager who will forward the request for investigation to the Division of Water Quality.

C.1.4 Contractors shall ensure all staff working on this contract are fully trained in OSHA regulations and guidelines related to mobile meth labs, blood-borne pathogens, and proper procedures when encountering discarded needles or blood-soaked materials. All litter crew vehicles shall keep a Sharps Disposal Container marked as Biohazard. Needles or similar items shall be placed in Sharps Disposal Containers and properly disposed of as Biomedical/Biohazard waste following all local, state, and federal laws and regulations.

SECTION 3-PRICING

Pricing of mowing, litter removal, and trimming services shall be \$58.00 per acre of designated locations as determined by KYTC, and \$35.00/acre on Citation Boulevard for each cycle of work performance.

Invoices for payment shall be submitted to:
 KYTC District Seven – Lexington Office
 800 Newtown Court
 P.O. Box 11127
 Lexington, KY 40511

Invoices must be submitted no later than thirty (30) days after completion of the service.

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

The Contractor shall submit invoice after completion of the project in accordance with Section 4.00.10-Payment. The invoice 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.

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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;

4.00.01-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.

4.00.02-Term of Contract

The term of the Contract is to be for the period of July 1, 2020 through June 30, 2022.

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

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

4.00.03-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized

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designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

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

4.00.04-Renewals

Not applicable to Memorandum of Agreements.

4.00.05-LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

A link to the LRC webpage is as follows:

See: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

4.00.06-Choice of Law and Forum

All questions as to the execution, validity, interpretation, construction, and performance of this Contract shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this Contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

4.00.07-Authorized to do Business in Kentucky

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.

If a foreign entity, 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.

4.00.08-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. 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. Foreign entity is defined within KRS 14A.1-070.

4.00.09-Payment

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The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section 3-Pricing of this Contract.

4.00.10-Expenses

Travel expenses, if authorized:

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. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Other expenses, if authorized herein:

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.

4.00.11-Purchasing and Specifications

The Contractor certifies that the Contractor will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will it make any attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. See Section 4.02.02-Total Amount of Funds and Budget Revisions, for additional requirements.

4.00.12-Conflict-of-Interest Laws and Principles

The Contractor certifies that it is legally entitled to enter into this Contract with the Commonwealth of Kentucky, and by holding and performing this Contract, the Contractor will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), nor KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

4.00.13-Campaign Finance

The Contractor certifies that neither the Contractor nor any member of the Contractor's immediate family having an interest of ten percent (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, (i) that neither the Contractor nor the company that the Contractor

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represent, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and (ii) that the award of a contract to him/her or the company which the Contractor represent will not violate any provisions of the campaign finance laws of the Commonwealth.

4.00.14-Social Security

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 Contractor for this Contract.

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**MOA/PSC Exception Standard Terms and Conditions
Revised December 2019**

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

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

1.00 Effective Date:

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

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

2.00 LRC Policies:

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

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

3.00 Choice of Law and Forum:

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

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

4.00 EEO Requirements

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

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

8.00 Authorized to do Business in Kentucky:

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

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

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

Registration with the Secretary of State by a Foreign Entity:

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

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

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

9.00 Invoices for fees:

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

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

10.00 Travel expenses, if authorized:

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

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

11.00 Other expenses, if authorized herein:

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

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

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

12.00 Purchasing and specifications:

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

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

13.00 Conflict-of-interest laws and principles:

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

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

14.00 Campaign finance:

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

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

15.00 Access to Records:

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

16.00 Social security: (check one)

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

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

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

17.00 Violation of tax and employment laws:

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

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To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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

Contractor must check one:

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

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

18.00 Discrimination:

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

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

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

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

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

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant

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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.

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

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

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Approvals

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

1st Party:

Linda Gorton
Signature

Mayer
Title

Linda Gorton
Printed Name

7/31/2020
Date

2nd Party:

DocuSigned by:
[Signature]
Signature

Secretary of the Kentucky Transportation Cabinet
Title

Jim Gray
Printed Name

8/12/2020
Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

DocuSigned by:
Todd Shipp
Attorney

^{DS}
JH Jodyi Hall

^{DS}
JB James Ballinger

^{DS}
RB Robin Brewer

^{DS}
[Signature] Mike Hancock

^{DS}
[Signature] Kelly Baker