

R-31-2009

**AMENDMENT TO THE AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
SOUTH LIMESTONE STREETSCAPE PROJECT
AUTH# 84625/FED# 3003-256
PO2-628-1100004324
\$993,551.00**

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Lexington Fayette Urban County Government (RECIPIENT) acting as an amendment to that Agreement entered into between the parties dated May 20, 2011.

WHEREAS, on May 20, 2011, the parties hereto entered into an agreement for the South Limestone Streetscape TE Project; and

WHEREAS, the parties desire to amend said agreement;

NOW THEREFORE, in consideration of the following promises and covenants contained herein the parties hereby agree as follows:

1. The Agreement numbered PO2-628-1100004324 made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Recipient is hereby extended until September 30, 2015 at which time that Agreement shall expire;
2. Per USDOL Final Rule on Federal EO 11246: Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the RECIPIENT agrees as follows:
 - a) The RECIPIENT 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 RECIPIENT 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 RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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- b) The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT; 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.
- c) The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT 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.
- d) The RECIPIENT 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.
- e) The RECIPIENT 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.
- f) In the event of the RECIPIENT'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 RECIPIENT 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.
- g) The RECIPIENT 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 subRECIPIENT or vendor. The RECIPIENT 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

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in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a subRECIPIENT or vendor as a result of such direction by the agency, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

3. All other terms and conditions of PO2-628-1100004324 shall remain in effect.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers thereunto duly authorized:

Kentucky Transportation Cabinet:
Approved as to form & legality:



Attorney
Transportation Cabinet

Date: 7/16/15

Commonwealth of Kentucky



Michael W. Hancock, P.E., Secretary
Transportation Cabinet

Date: 7/17/15

Local Public Agency:
Approved as to form & legality:



Attorney

Date: 07/09/15

Lexington Fayette Urban County Government



Mayor

Date: 7/15/15