

**AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
AND
THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TRANSPORTATION, COMMUNITY, & SYSTEMS PRESERVATION (TCSP)
FEDERAL PROJECT #TCSP 10KY (001)
PO2-625-1200003879
LEGACY TRAIL ENHANCEMENT PROJECT
\$589,511.25**

The activities and project scope of the agreement numbered **PO2-625-1200003879** between the Kentucky Transportation Cabinet (KYTC) and the Lexington-Fayette Urban County Government shall be amended to extend the duration of the agreement to two years from the date of execution of this amendment. All other portions of the contract remain binding without amendment.

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:

1. 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.

- 2. 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.**
- 3. 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.**
- 4. 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.**
- 5. 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.**
- 6. 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.**
- 7. 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 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.

IN WITNESS THEREOF, we have hereunto set our hands.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT



MAYOR

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET



MICHAEL W. HANCOCK, SECRETARY

APPROVED AS TO FORM & LEGALITY

BY: 

DATE: 6-18-2015

APPROVED AS TO FORM & LEGALITY

DATE: 6/29/15
BY: 

OFFICE OF LEGAL SERVICES