



Kentucky Transportation Cabinet  
Division of Right of Way & Utilities  
**UTILITY KEEP COST BETTERMENT AGREEMENT  
PURSUANT TO KRS 177.035  
WORK BY CABINET’S HIGHWAY CONTRACTOR**

Fayette County  
00STP3003337  
FD52 034 9338401U  
Funding will be changed to C when available.  
Item No. 7-8902.00  
KY 1927 MilePoints: 0 - 1.145

THIS UTILITY AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and Lexington Fayette Urban County Government, 200 E Main Street , Lexington, KY 40507 hereinafter referred to as the Utility Owner.

**AGREEMENT PREMISES**

1. The Cabinet, in the interest of public safety and convenience, proposes the following:  
IMPROVE LIBERTY ROAD FROM GRAFTONS MILL LANE TO NEW CIRCLE ROAD AND IMPROVE INTERSECTION WITH NEW CIRCLE ROAD.  
(16CCN)(18CCR) (2020CCR) (2022CCR) (2024CCR) from 0 to 1.145 mile point as shown by the Cabinet’s survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. 93384, dated 11/22/2021, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet. The scope of relocation and new facility, which as pertains to this agreement, is in the amount of **\$556,074.14**, payable to the Cabinet.

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3. The Utility Owner proposes to complete relocation and new facility, to their Sewer facilities. The said facilities are proposed to be relocated and constructed within the right of way for the proposed roadwork for KY 1927. Said work will be constructed by the Cabinet's Road contractor as a part of the Cabinet's Road construction contract.
4. It has been agreed by the Utility Owner and the Cabinet that it is in the best interest of all parties that the Cabinet's road contractor perform the work to relocate and construct the Utility Owner's facilities as designed by the Utility Owner and shown on the Cabinet's survey and general plan sheets.
5. The said facilities may be relocated and constructed upon highway right of way, with restrictions, or upon other private right of way to be obtained by the Utility Owner or obtained by the Cabinet and granted to the Utility Owner.
6. If required and applicable, the Cabinet will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the Cabinet under the Federal Aid Highway Program, and Acts amendatory thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 645.
7. The Cabinet, through the services of contractor or internal personnel, is authorized herein to make the necessary removal, alterations or adjustments of the Utility Owner's existing facilities. Said work is to be completed with 18.63% of the costs to be borne by the Cabinet and 81.37% of the costs to be borne by the Utility Owner.
8. If the Utility Owner chooses to use a contractor or a subcontractor, the Utility Owner is required to obtain prior Cabinet approval in writing pursuant to 23 CFR 645.109(a) and 23

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CFR 645.115(a). The Cabinet reserves the right to refuse reimbursement for any and all costs associated with work performed by a contractor or subcontractor prior to their approval by the Cabinet. The Cabinet is hereby held harmless from all actions taken by a contractor or subcontractor related to the Utility Owner's failure to acquire said approvals. Said work is to be paid under a contract let by the Utility Owner, adhering to the cost share stipulations described herein.

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**SCOPE OF AGREEMENT**

**In consideration of the premises, the parties agree as follows:**

9. The Cabinet's contractor or subcontractor will furnish all construction labor, equipment and Materials to make and complete all necessary adjustments of the Utility Owner's facilities to accommodate the proposed highway construction as shown in the attached plans and estimate, (Attachment A) and which by this reference is hereby made a part of this Agreement.
10. Facilities to be relocated, adjusted, or constructed include approximately one hundred and thirty-eight (138) feet of eight (8) inch PVC pipe and two (2) manholes. The estimated total cost of relocation, adjusting, and/or constructing is **\$683,396.02** as shown by the estimate attached hereto, shown in Attachment A.
11. If the Utility Owner proposes to include betterment in this Agreement, all work directly pertaining to said betterment is detailed in Attachment A and is reimbursable to the Cabinet. Such betterment work to be done is substantially as follows: the removal or retirement of approximately one hundred thirty-two (132) feet of eight (8) inch pipe; four (4) manholes; and abandoning one sanitary sewer pump station. Additionally, the installation of the following: approximately one thousand one hundred and sixty-nine (1,169) feet of eight (8) inch PVC pipe; and seven (7) manholes.  
  
Such betterment work is estimated to cost **\$556,074.14** and to be borne by the Utility Owner.

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12. The scope of work to be completed under this Agreement is substantially as follows: the removal or retirement of approximately one hundred sixty-four (164) feet of eight (8) inch pipe; six (6) manholes; and abandoning one sanitary sewer pump station. Additionally, the installation of the following: approximately one thousand two hundred and seventy-five (1,275) feet of eight (8) inch PVC pipe; and ten (10) manholes.
13. The Utility Owner shall directly submit to the Cabinet any change orders for engineering or inspection for Cabinet consideration and approval before initiation of the work detailed in said change order. Said change order must be reasonably detailed and include proper itemizations from the Utility Owner, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The Cabinet is to review any change orders relative to the construction activities within two (2) working days of its submission. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this Agreement. If the Utility Owner fails to obtain prior approval of a change order from the Cabinet, the Cabinet has the right to refuse reimbursement of expenditures for such change order.
14. The Utility Owner shall be reimbursed only for the cost of producing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities, previously located outside of public right of way. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.
15. On any relocation project, all work within the limits of the Cabinet's right-of-way, whether by force account or contract, shall be done in accordance with the Cabinet's Standards,

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- Specifications, and Standard Drawings. All traffic control will be in accordance with Part VI of the Manual on Uniform Traffic Control Devices & KYTC Permits Manual. Backfilling and bedding, if required and/or necessary, will be performed in accordance with the most recent version of the Roadway Drainage Installations (RDI) section of the Cabinet's Division of Highway Design Standard Drawings. Surface restoration, if required, will be performed in accordance with requirements of the pertinent Cabinet District Utility Section, as defined in the Cabinet's Current standard Specifications for Road and Bridge Construction, or as directed by the Cabinet's Engineer. The Utility Owner must validate appropriate surface restoration standards with the District Utility Section and District Permit Section prior to any construction.
16. On any relocation project, overhead utilities crossing the non-fully controlled access highway and roadways, the vertical clearance of overhead utilities shall be a minimum of eighteen (18) feet, meet the National Electric Safety Code (NESC) standards and all Cabinet permit requirements identified in the Kentucky Transportation Cabinet's Permits Manual policy, including permits form TC 99-212.
  17. On any relocation project, overhead utilities crossing the interstate or other controlled access highway, roadways, and ramps shall have a minimum vertical clearance of twenty-four (24) feet, meet National Electrical Safety Code (NESC) Grade "B"-Heavy Loading standards and all Cabinet permit requirements identified in the Kentucky transportation Cabinet's Permits Manual policy, including permits form TC 99-211.

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18. Per Cabinet policy in the most recent version of the Cabinet's Permits Manual, the following minimum standards are to be adhered to regarding underground utility construction for any relocation project: The minimum depth for underground cable, communications, data, water and sewer utilities is forty-two (42) inches. On fully controlled access routes, natural gas, oil, and petroleum fraction lines, the minimum depth is sixty (60) inches. Underground natural gas, oil, and petroleum fraction lines on non-fully controlled access routes must be a minimum of sixty (60) inches under roadways, shoulders, ramps, and ditch lines and a minimum of forty-two (42) inches in all other areas within state right-of-way. For underground electric lines located within the state right-of-way on fully or non-fully controlled access highways, the minimum depth is sixty (60) inches under roadways, shoulders, ramps, and ditch lines, and a minimum of forty-two (42) inches in all other areas outside of ditch lines. Exceptions may be made where a lesser depth will not interfere with the highway maintenance or safety. Exceptions shall include an engineering study that must be approved by the Cabinet's State Highway Engineer.
19. Longitudinal utility facilities installed in state right-of-way shall be located behind the ditch line and toe of slope as near to the edge of the right-of-way as practical or in designated utility strips. The facilities shall not be installed longitudinally under pavement, shoulder areas, or ditches. New pole line installed longitudinally shall be located outside the clear zone.

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**RESPONSIBILITIES OF THE UTILITY OWNER**

20. The Utility Owner will reimburse the Cabinet for the actual cost of any qualifying reimbursable costs of the Utility Owner upon presentation of invoices from the Cabinet.
21. Itemized bills from the Cabinet to the Utility Owner will be in detail form that will meet the approval of the Cabinet and the Federal Highway Administration.

**Payments will be made on the following basis:**

**Partial Compensation.** The Cabinet is due compensation from the Utility Owner. In such a condition, the Cabinet will submit billings reflecting the actual cost incurred during any given work period, in which case the current billings will be paid within thirty (30) business days after receipt of same by the Utility Owner.

**Final Payment.** Upon completion of all said work, the Cabinet shall provide one final and complete billing of all remaining costs incurred. Said invoice will be based on bid costs or the unit costs as shown in Attachment A (if said bid costs are not included in the construction bid documents) and calculated by multiplying actual as-bid costs and as-built quantities and any approved change orders. The Utility Owner shall pay the invoice amount within thirty (30) business days after receipt of same.

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**ADDITIONAL REQUIREMENTS**

22. In the event of a dispute between the Utility Owner and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
23. All records of the Utility Owner pertaining to this project will be subject to inspection at any reasonable time by representatives of the Cabinet and/or the Federal Highway Administration, and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3).
24. Execution of this Agreement and issuance of a Cabinet Authorization number hereon is conditioned upon the acceptance and agreement to the standard terms and conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of execution of this Agreement, the Permit terms and conditions are made a part of this agreement by this reference.
25. The work of altering and maintaining the Utility Owner's facilities covered by this Agreement, at any time after they have been relocated by the Cabinet as herein provided, shall be done by the Utility Owner at its sole expense except as may otherwise be provided by law. Such work as is necessary to install, alter, service and maintain any facilities within the Cabinet's right of way will be performed in accordance with policies and procedures prescribed by the Cabinet's Permits Manual and in such a manner as will ensure the safety

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of the general public in their use of the road as a highway. Access from the through-traffic roadways and ramps for maintenance or servicing of utility facilities located on the Cabinet's right of way requires an encroachment permit except by permission of the District Engineer in an emergency situation.

26. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.
27. Limited to acts related to this Agreement the Utility Owner agrees to indemnify and hold harmless the Cabinet against any and all third-party claims, demands, obligations, or litigation, that result from: (1) any material breach of this Agreement by the Utility Owner; (2) any and all negligent acts of the Utility Owner; and (3) any policy, procedure, or employment practice of the Utility Owner violating applicable, Federal, State, or local laws.
28. The Utility Owner shall maintain adequate protection of all work from damage and shall protect the Cabinet's property from injury or loss arising in connection with this Agreement. The Utility Owner shall make good any such damage, injury or loss, except such as may be directly due to errors in the solicitation or caused by agents or employees of the Cabinet. The Utility Owner shall adequately protect adjacent property as provided by law and this Agreement.

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29. The Utility Owner shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Utility Owner shall comply with all applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.
30. By execution of this Agreement, the Utility Owner is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates.
31. To the extent applicable to this Agreement, the Utility Owner shall comply with the Buy America requirements set forth in the Federal Highway Administration's (FHWA) Buy America Act (BA) requirements (23 CFR 635.410) and all relevant provisions of the Build America, Buy America Act (BABA), contained within the requirements (2 CFR part 184), inclusive of 23 U.S.C. 313, 48 FR 53099 and Infrastructure Investment and Jobs Act (IIJA). These provisions require iron, steel, manufactured products, and construction materials permanently incorporated in infrastructure projects funded by federal financial assistance to be produced in the United States. These requirements take precedence over regulations pertaining to the accommodation or relocation of the Company's facilities set forth in 23 CFR 645 and over regulations which allow the Utility Owner to furnish materials and supplies from Utility Owner stock set forth in 23 CFR 645.117(e). Utility Owner stock materials that do not

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meet applicable Buy America requirements may not be permanently incorporated into any Federal-Aid Highway Program (FAHP) funded project.

The Utility Owner understands and acknowledges that the Agreement may be subject to the requirements of BA and BABA and must certify all wholly or predominantly iron or steel products, manufactured products, or construction materials permanently incorporated into the project adhere to the requirements. In lieu of a separate certification, the Utility Owner hereby certifies that in the performance of this Agreement, for items where BA and BABA requirements apply, it shall use only such items for which it has received and retained a domestic certification from its manufacturer, supplier, or provider of construction services that procures the product. The Utility Owner certifies compliance via signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted, to be determined on a project-by-project basis. The Utility Owner agrees to submit any requests for minimal use, de minimis use, product waivers, or temporarily issued waivers to the Cabinet as soon as identified for tracking purposes and processing. Such requests shall include quantity, cost, and justification to need. Iron, steel, manufactured products, and construction materials are defined in 23 CFR 635.410 and 2 CFR 184, and reiterated in the Project's State Letter.

32. The Cabinet reserves the right in its sole discretion to demand that the Utility Owner and all contractors and subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any authorized services performed,

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materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of this Agreement. The Cabinet shall thereafter authorize the Utility Owner in writing to undertake only, reasonable and necessary additional work or services and acquire, expend, use or install only, reasonable and necessary additional materials to reestablish the original use and function of their facility.

33. Effective Date: 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 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. The Utility Owner shall be paid upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within

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thirty (30) working days after receipt of goods or a Utility Owner's invoice in accordance with KRS 45.453 and KRS 45.454.

34. 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 (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.
35. Choice of Law and Forum: This section does not apply to governmental or quasi-governmental entities. This Agreement 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.
36. EEO Requirements: This section does not apply to governmental or quasi-governmental entities. The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Utility Owner shall comply with all terms and conditions of the Act.
37. 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 Utility Owner by registered or certified mail.

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38. Funding Out Provision: The Cabinet may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The Cabinet shall provide the Utility Owner thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.
39. 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. 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.
40. Authorized to do Business in Kentucky: This section does not apply to governmental or quasi-governmental entities. The Utility Owner 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.

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The Utility Owner shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. 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>.

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41. Invoices for fees: This section does not apply to governmental or quasi-governmental entities. The Utility Owner shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.
42. Travel expenses, if authorized: This section does not apply to governmental or quasi-governmental entities. The Utility Owner shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this Agreement or authorized in advance and in writing by the Commonwealth. The Utility Owner shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.
43. Other expenses, if authorized herein: This section does not apply to governmental or quasi-governmental entities. The Utility Owner shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this Agreement 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 Utility Owner of valid, itemized statements submitted periodically for payment at the time any fees are due. The Utility Owner shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.
44. Purchasing and specifications: This section does not apply to governmental or quasi-governmental entities. The Utility Owner certifies that he/she will not attempt in any

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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.

45. Conflict-of-interest laws and principles: This section does not apply to governmental or quasi-governmental entities. The Utility Owner 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.
46. Campaign finance: This section does not apply to governmental or quasi-governmental entities. The Utility Owner 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 Agreement, 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 Agreement. The Utility Owner further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the Utility Owner which he/she represents, has knowingly violated any provisions of the campaign finance laws of

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the Commonwealth, and that the award of a Agreement to him/her or the Utility Owner which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

47. Access to Records: The Cabinet 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 Utility Owner 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).
48. Social security: 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 Agreement.

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Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

49. Violation of tax and employment laws: KRS 45A.485 requires the Utility Owner and all subcontractors performing work under the Agreement to reveal to the Commonwealth any final determination of a violation by the Utility Owner 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. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the Agreement.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a Utility Owner or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Utility Owner and all subcontractors performing work under this Agreement shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

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The Utility Owner affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Utility Owner further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

50. **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 Agreement, the Utility Owner agrees as follows:

The Utility Owner 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 Utility Owner 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 Utility Owner agrees to provide, upon request, needed reasonable accommodations. The Utility Owner 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

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advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Utility Owner 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 Utility Owner, the Utility Owner 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 Utility Owner 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 Utility Owner's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Utility Owner 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 Utility Owner 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 Utility Owner 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/her books,

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

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51. Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law: The Utility Owner represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)

[KRS Chapter 139](#) (SALES AND USE TAXES)

[KRS Chapter 141](#) (INCOME TAXES)

[KRS Chapter 337](#) (WAGES AND HOURS)

[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)

[KRS Chapter 342](#) (WORKERS' COMPENSATION)

52. Boycott Provisions: The Utility Owner represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the Agreement engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

53. Lobbying Prohibitions: The Utility Owner represents that they, and any subcontractor performing work under the Agreement, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

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The Utility Owner further represents that, pursuant to [KRS 45A.328](#) they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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County: Fayette  
Item No. 7-8902.00

**AGREEMENT EXECUTION**


By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, agree to the terms and conditions and accept the assignment of work duties as defined within this Agreement. The new Sewer facility work shall be compensated by the Utility Owner. The Utility Owner warrants that all compensable costs invoiced will be paid as defined herein. The Utility Owner warrants that the existing Sewer facilities identified have been verified, said facilities must be relocated due to the referenced Cabinet project, and the relocation of said facilities are reimbursable as defined in KRS 177.035. The Utility Owner warrants that the net cost of total work is reimbursable to the Cabinet by the Utility Owner.

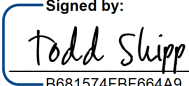
**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers.

On the date of \_\_\_\_\_.

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET APPROVALS**

Approval of the Division of Right of Way and Utilities
SIGNATURE: _____ Division Director

Approval of the Utilities & Rail Branch
DocuSigned by:  SIGNATURE: _____ 1556FCDE340844B... TEBM – Utilities and Rail
DATE: 12/2/2025

Approved Form and Legality
Signed by:  SIGNATURE: _____ B681574FBF664A9...
DATE: 12/1/2025
Office of Legal Services

Approval of Utility Owner
SIGNATURE: _____ DATE: _____
TITLE: _____

SANITARY SEWER C			
ITEM	DESCRIPTION	UNIT	LFUCG
01310	REMOVE PIPE	LF	132
01314	PLUG PIPE	EACH	3
15000	S BYPASS PUMPING	EACH	3
15012	S ENCASEMENT CONCRETE	LF	0
15086	S LATERAL CLEANOUT	EACH	4
15088	S LATERAL LONG SIDE 06 INCH	EACH	4
15090	S LATERAL SHORT SIDE 06 INCH	EACH	0
15092	S MANHOLE	EACH	7
15093	S MANHOLE ABANDON/REMOVE	EACH	4
15094	S MANHOLE ADJUST TO GRADE	EACH	0
15099	S MANHOLE TAP EXISTING	EACH	1
15101	S MANHOLE WITH DROP	EACH	1
15112	S PIPE PVC 08 INCH	LF	1169

OST OPINION

QUANTITY					
KYTC	TOTAL	Unit Cost	LFUCG	KYTC	TOTAL
32	164	\$12.11	\$1,598.52	\$387.52	\$1,986.04
3	6	\$1,217.22	\$3,651.66	\$3,651.66	\$7,303.32
2	5	\$7,102.26	\$21,306.78	\$14,204.52	\$35,511.30
20	20	\$1,000	\$0.00	\$20,000.00	\$20,000.00
1	5	\$2,000	\$8,000.00	\$2,000.00	\$10,000.00
0	4	\$12,000	\$48,000.00	\$0.00	\$48,000.00
1	1	\$5,000	\$0.00	\$5,000.00	\$5,000.00
3	10	\$10,000	\$70,000.00	\$30,000.00	\$100,000.00
2	6	\$2,064.09	\$8,256.36	\$4,128.18	\$12,384.54
9	9	\$1,500	\$0.00	\$13,500.00	\$13,500.00
0	1	\$3,335.82	\$3,335.82	\$0.00	\$3,335.82
0	1	\$12,000	\$12,000.00	\$0.00	\$12,000.00
106	1275	\$325	\$379,925.00	\$34,450.00	\$414,375.00
			\$556,074.14	\$127,321.88	\$683,396.02

**GENERAL NOTES:**

SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SANITARY SEWER SPECIFICATIONS, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT STANDARD DRAWINGS AND TECHNICAL MANUAL, CURRENT EDITIONS.

THE CONTRACTOR WILL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS BEFORE BEGINNING WORK.

ALL TRENCHING AND BACKFILLING FOR SANITARY SEWER CONSTRUCTION BELOW THE PROPOSED SUBGRADE SHALL BE IN ACCORDANCE WITH LFUGG STANDARD DRAWING 201-1. ALL WORK ABOVE THE BOTTOM OF SUBGRADE SHALL BE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION.

CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SEWER SERVICE DURING CONSTRUCTION. CONNECT EXISTING SANITARY SEWER INLET TO PROPOSED SANITARY SEWER TO MAINTAIN UNINTERRUPTED SERVICE.

BYPASS PUMPING WILL BE REQUIRED DURING CONSTRUCTION. THE CONTRACTOR SHALL PREPARE AND SUBMIT BYPASS PLANS TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF WATER QUALITY AND ENGINEER FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION. THE BYPASS PLAN SHALL IDENTIFY EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THE BYPASS PUMPING AND/OR HAULING OPERATION FOR DIVERSION OF SEWAGE DURING CONSTRUCTION.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF WATER QUALITY A MINIMUM OF 10 DAYS PRIOR TO INITIATION OF BYPASS PUMPING.

ADDITIONAL EXCAVATION FOR SANITARY SEWER WORK, BEDDING AND BACKFILL, MAGNETIC LOCATOR TAPE, AND ANY OTHER ITEMS REQUIRED FOR THIS WORK WILL BE CONSIDERED INCIDENTAL TO THE SANITARY SEWER ITEMS LISTED WITHOUT ADDITIONAL CONSIDERATION FOR COMPENSATION.

ADJUST EXISTING SANITARY MANHOLE TO GRADE IN ACCORDANCE WITH THE STANDARD SANITARY SEWER BID ITEM DESCRIPTIONS. PROVIDE ADJUSTING RINGS IN ACCORDANCE WITH LFUGG STANDARD DRAWING. NO. 214.

INSTALL NEW SANITARY SEWER MANHOLES IN ACCORDANCE WITH THE STANDARD SANITARY SEWER BID ITEM DESCRIPTIONS AND WITH LFUGG STANDARD DRAWING NO. 103, NO. 211, NO. 212, NO. 213, . NO. 214, NO. 216, AND NO. 220.

SANITARY STRUCTURE TABLE										
STRUCTURE NAME	STATION	NORTHING	EASTING	ROADWAY ALIGNMENT	STATION	OFFSET	STRUCTURE TYPE	RIM ELEVATION	INVERT IN ELEVATION	INVERT OUT ELEVATION
AA-1	11+14.27	3899239.53	5298431.72	KY 1927	126+80.22	55.32' RT.	4' DIA.	987.30	976.93 - EX. 8" 977.08 - P2	976.81 - EX. 8"
AA-2	10+17.07	3899167.90	5298365.94	KY 1927	126+80.22	42.00' LT.	4' DIA.	986.35	978.05 - P1	977.83 - P2
AA-3	10+00.00	3899152.09	5298372.35	KY 1927	126+64.66	48.95' LT.	4' DIA.	984.60	979.98 - EX. 8" 979.98 - 6"	978.35 - P1
EX NE 4-228A (BB-1)	10+00.00	3900774.61	5296247.86	FORTUNE DR	51+62.00	53.54' RT.	TAP EXISTING 4' DIA.	1029.56	1022.62 - EX 4" 1022.99 - P3	1022.52 - EX 8"
BB-2	10+48.54	3900758.87	5296201.94	FORTUNE DR	51+35.82	12.67' RT.	4' DIA.	1030.17	1023.54 - P4	1023.44 - P3
BB-3	11+57.14	3900652.92	5296178.07	KY 1927	153+78.20	27.28' RT.	4' DIA.	1032.76	1026.39 - P5	1024.59 - P4
BB-4	14+79.56	3900726.98	5295864.30	KY 1927	156+98.60	24.00' RT.	4' DIA.	1046.75	1031.80 - P6	1031.70 - P5
BB-5	18+69.90	3900820.51	5295485.30	KY 1927	160+88.94	24.00' RT.	4' DIA. DROP	1048.33	1034.20 - P7 1041.76 - P9	1034.10 - P6
BB-6	20+71.82	3900868.89	5295289.26	KY 1927	163+16.02	24.00' RT.	4' DIA.	1042.71	1035.70 - P8 1036.77 - P10	1035.60 - P7
BB-7	21+26.11	3900901.41	5295272.59	KY 1927	163+14.84	51.57' RT	4' DIA.	1042.00	1036.00 - EX 8"	1035.90 - P8
BC-1	10+00.00	3900837.14	5295484.36	KY 1927	160+93.84	39.92' RT.	4' DIA.	1048.06	1042.15 - EX 8"	1042.05 - P9
BD-1	10+00.00	3900810.20	5295250.67	KY 1927	163+39.87	42.02' LT.	4' DIA.	1043.13	1038.88 - EX 8"	1038.78 - P10

SANITARY PIPE TABLE				
PIPE NAME	SIZE	TYPE	LENGTH	SLOPE
P1	8"	PVC SDR 35	93.25	0.80%
P2	8"	PVC SDR 35	13.06	2.30%
P3	8"	PVC SDR 35	44.54	1.01%
P4	8"	PVC SDR 35	104.60	1.00%
P5	8"	PVC SDR 26	318.39	1.67%
P6	8"	PVC SDR 26	386.37	0.60%
P7	8"	PVC SDR 35	197.92	0.71%
P8	8"	PVC SDR 35	32.54	0.62%
P9	8"	PVC SDR 35	12.65	2.29%
P10	8"	PVC SDR 35	66.24	3.03%

S MANHOLE ADJUST TO GRADE			
STRUCTURE NAME	STATION	OFFSET	SHEET
NE 4-921	117+63	28' LT.	R10
NE 4-920	118+99	29' LT.	R10
NE 4-886	122+51	67' LT.	R12
NE 4-107	126+66	55' RT.	R12
NE 4-54A	128+86	50' LT.	R14
NE 4-106	128+81	57' RT.	R14
NE 4-54R	130+76	54' LT.	R14
NE 4-54S	133+51	50' LT.	R16
NE 4-54Z	134+86	50' LT.	R16
NE 2-184	163+17	53' RT.	R26

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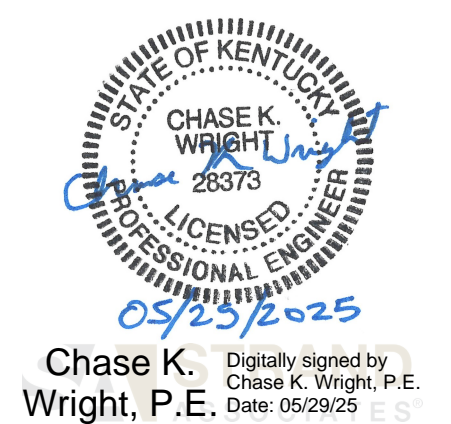
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DATE PLOTTED: September 7, 2005

OpenRoads Designer v10.12.02.4

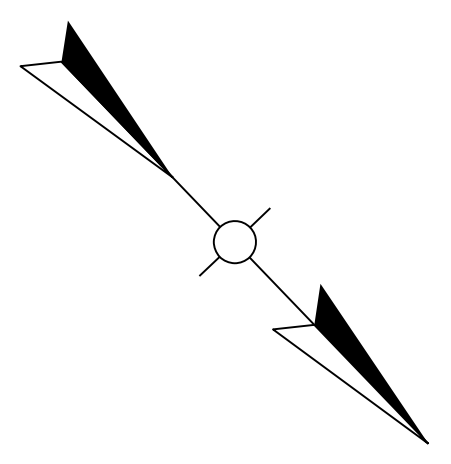
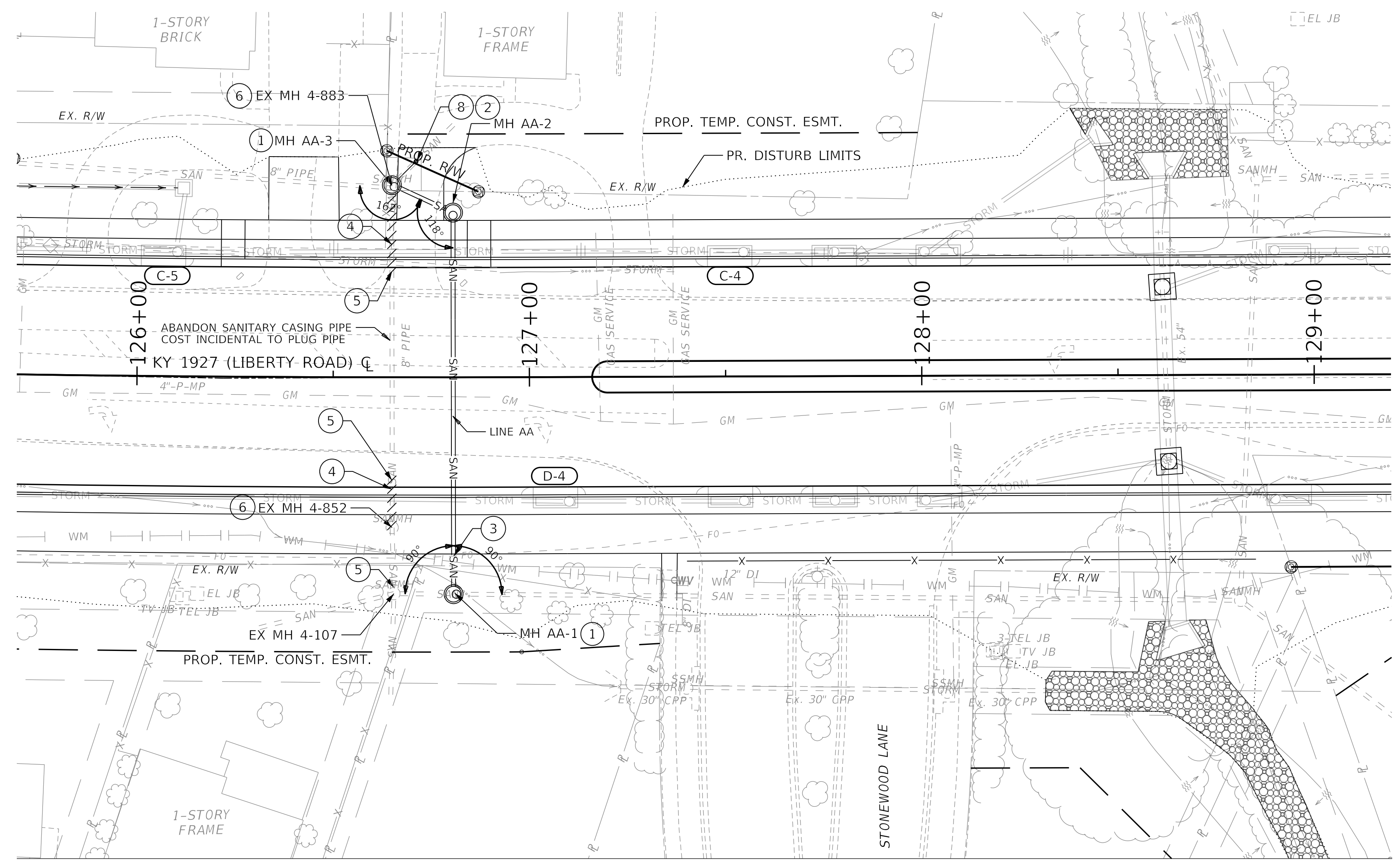
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT STANDARD DRAWINGS 2017	
DRAWING NO.	DRAWING TITLE
103	MANHOLE FRAMES, COVERS, AND STEPS
201-1	TRENCHING, LAYING, BACKFILLING AND BEDDING UNDER STREET PAVEMENT USING AGGREGATE
201-2	TRENCHING, LAYING, BACKFILLING AND BEDDING UNDER STREET PAVEMENT USING FLOWABLE FILL
211	TYPICAL STANDARD PRECAST CONCRETE MANHOLE FOR PIPES UP TO 24"
212	TYPICAL PRECAST CONCRETE DROP MANHOLE FOR PIPES UP TO 36"
213	STANDARD MANHOLE JUNCTION AND WATER STOP DETAILS
214	SEWER MANHOLE ADJUSTMENT GRADE RINGS
216	MANHOLE SIZE STANDARDS AND GENERAL NOTES FOR DEEP MANHOLES
220	STANDARD CIRCULAR MANHOLE FRAME AND COVER
230	HOUSE LATERAL FOR GREATER THAN 6' DEEP SEWER IN SOIL AND ROCK EXCAVATION
231	HOUSE LATERAL FOR GREATER THAN 6' DEEP SEWER IN SOIL
233	LATERAL CLEANOUT IN NON-PAVED AREAS AND YARDS
234	RIGHT OF WAY OR EASEMENT LATERAL CLEANOUT IN NON-PAVED AREAS AND YARDS
260	SEWER CONNECTION TO EXISTING CONCRETE MANHOLE

LINK: [HTTPS://WWW.LEXINGTONKY.GOV/NEW-DEVELOPMENT](https://www.lexingtonky.gov/new-development)

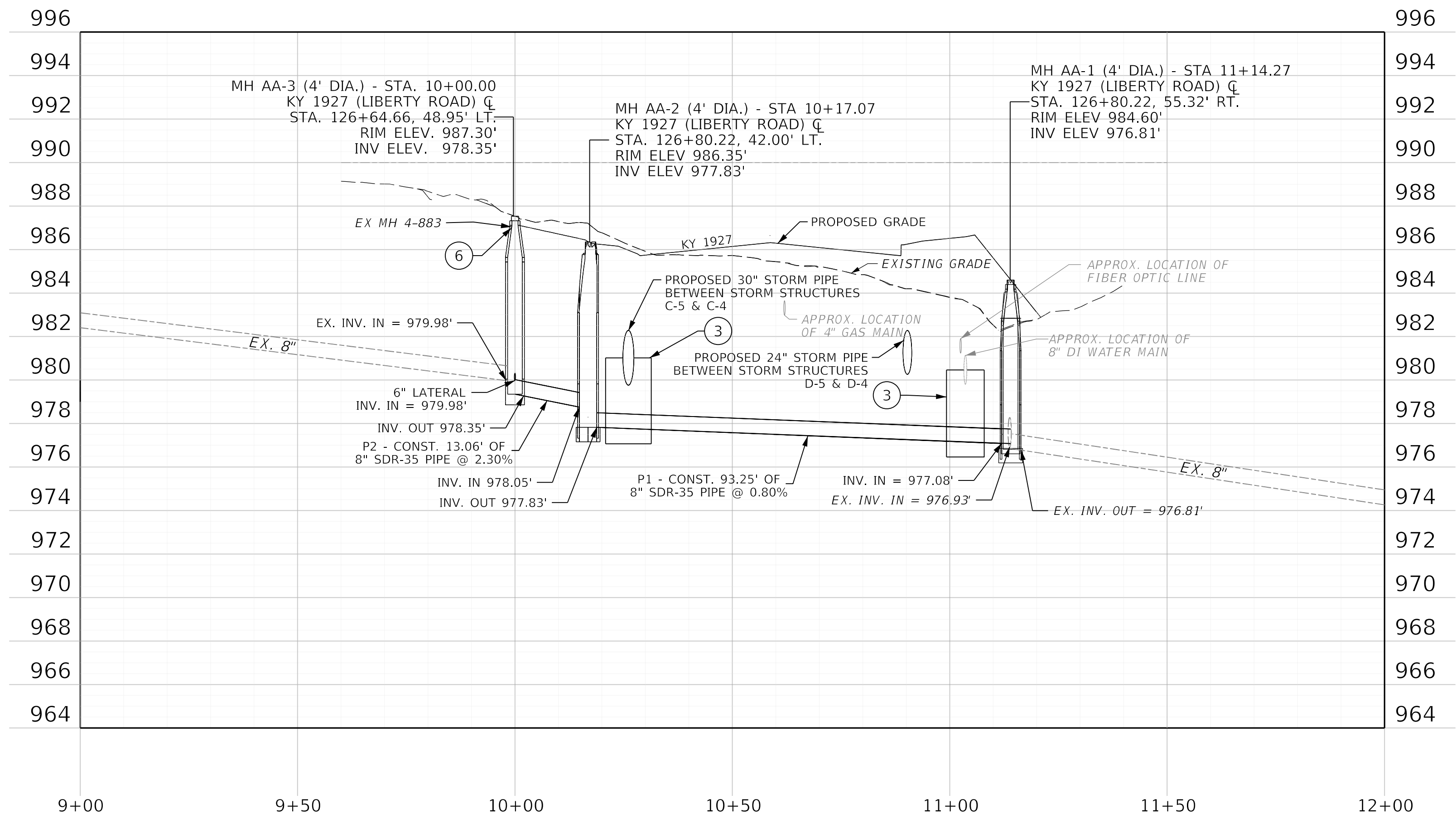
SANITARY SEWER QUANTITIES			
ITEM	DESCRIPTION	UNIT	QUANTITY
01310	REMOVE PIPE	LF	164
01314	PLUG PIPE	EACH	6
15000	S BYPASS PUMPING	EACH	5
15012	S ENCASEMENT CONCRETE	LF	20
15086	S LATERAL CLEANOUT	EACH	5
15088	S LATERAL LONG SIDE 06 INCH	EACH	4
15090	S LATERAL SHORT SIDE 06 INCH	EACH	1
15092	S MANHOLE	EACH	10
15093	S MANHOLE ABANDON/REMOVE	EACH	6
15094	S MANHOLE ADJUST TO GRADE	EACH	10
15099	S MANHOLE TAP EXISTING	EACH	1
15101	S MANHOLE WITH DROP	EACH	1
15112	S PIPE PVC 08 INCH	LF	1270



COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-8902.00	U2



- KEYNOTES:**
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  - REMOVE EXISTING SANITARY SEWER PIPE IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 701.
  - PLUG EXISTING SANITARY SEWER PIPE IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 708.
  - ABANDON/REMOVE EXISTING SANITARY MANHOLE IN ACCORDANCE WITH THE STANDARD SANITARY SEWER BID ITEM DESCRIPTIONS.
  - TAP EXISTING SANITARY SEWER MANHOLE IN ACCORDANCE WITH THE STANDARD SANITARY SEWER BID ITEM DESCRIPTION AND LFUCG STANDARD DRAWING NO. 260.
  - INSTALL SANITARY LATERAL SHORT SIDE 6 INCH WITH CLEANOUT IN ACCORDANCE WITH THE STANDARD SANITARY BID ITEM DESCRIPTIONS AND LFUCG STANDARD DRAWING NO. 230, NO. 231, AND NO. 233.
  - INSTALL SANITARY LATERAL LONG SIDE 6 INCH WITH CLEANOUT IN ACCORDANCE WITH THE STANDARD SANITARY BID ITEM DESCRIPTIONS AND LFUCG STANDARD DRAWING NO. 230, NO. 231, AND NO. 233.
  - TEMPORARILY CONNECT EXISTING SANITARY TO PROPOSED MAIN. COST OF TEMPORARY CONNECTION AND ABANDONMENT IS INCIDENTAL TO SANITARY LATERAL.



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 DATE PLOTTED: April 10, 2025  
 OpenRoads Designer v23.00.01.11

VERTICAL SCALE: 1" = 4'  
 HORIZONTAL SCALE: 1" = 20'

**SANITARY SEWER RELOCATION**  
 KY 1927 (LIBERTY ROAD)  
 LINE AA

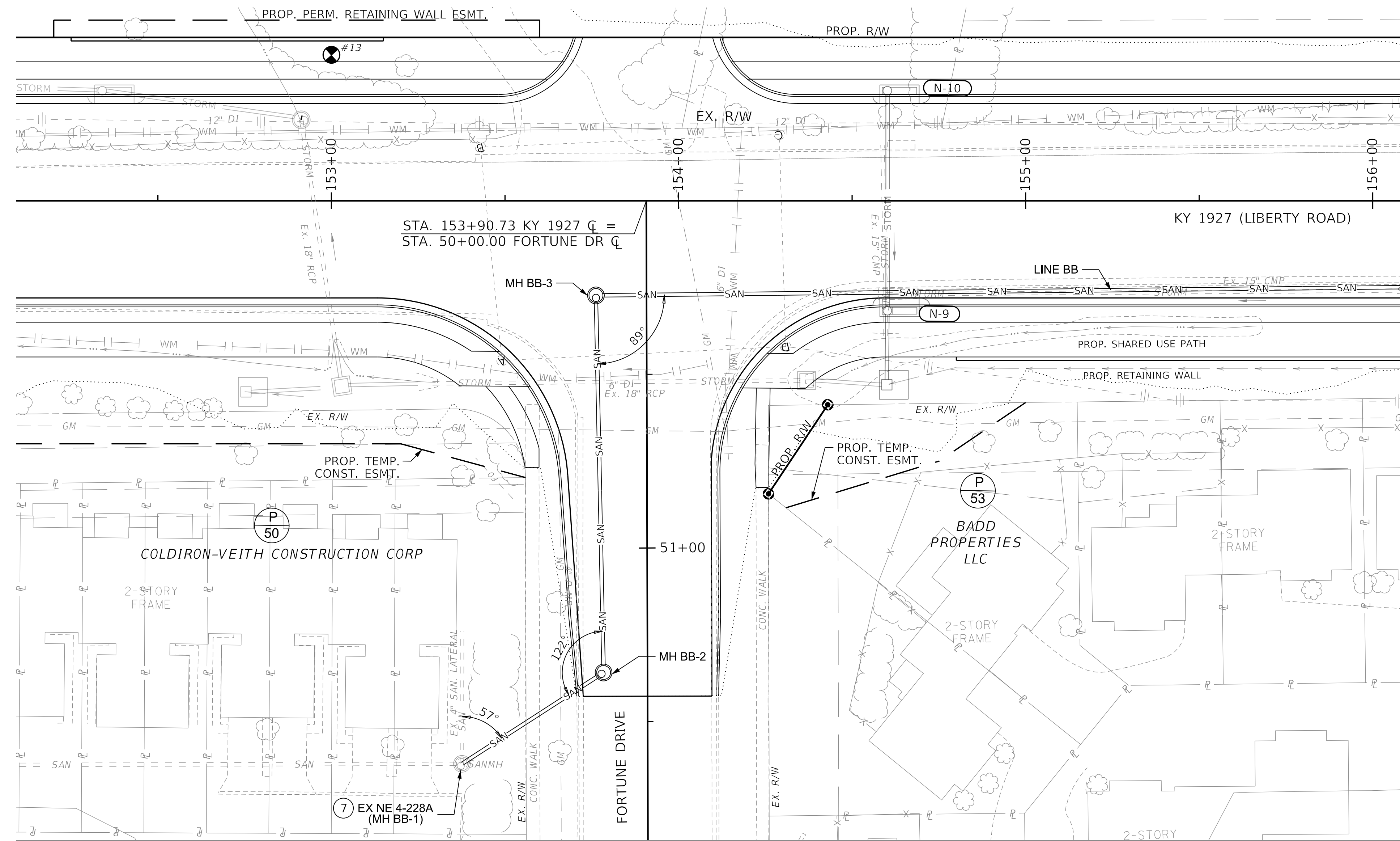
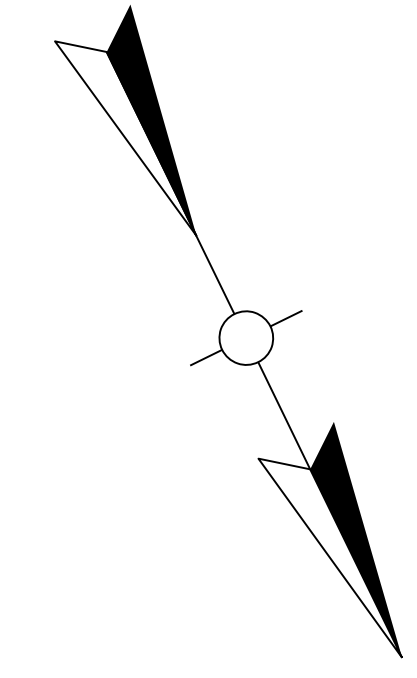


SCALE: 1" = 20' HORIZONTAL  
1" = 4' VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-8902.00	U3

KEYNOTES:

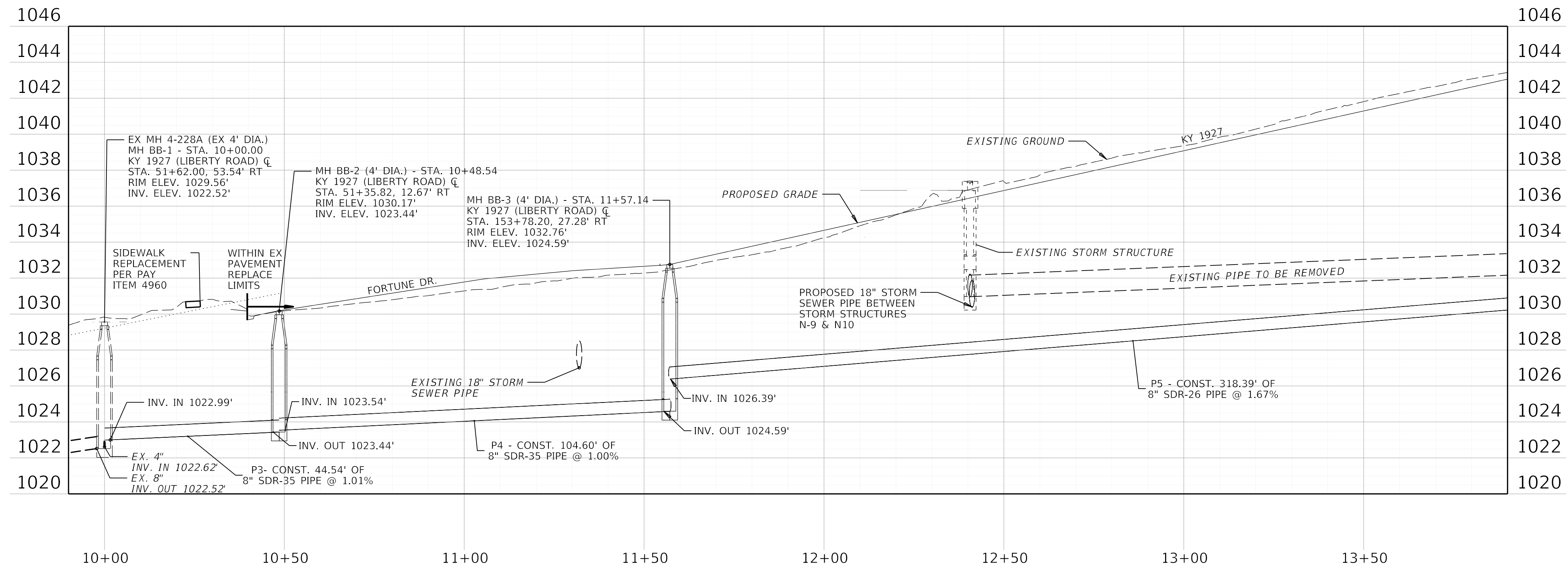
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- 5 PLUG EXISTING SANITARY SEWER PIPE IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 708.
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USER: CHASEW  
DATE PLOTTED: April 10, 2025

OpenRoads Designer v10.12.02.4

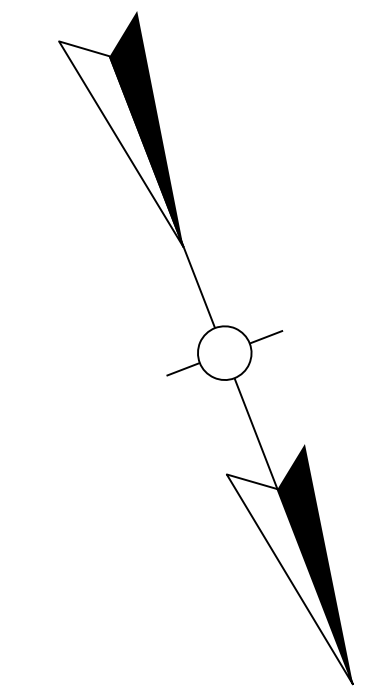


SANITARY SEWER RELOCATION  
KY 1927 (LIBERTY ROAD)  
LINE BB



SCALE: 1" = 20' HORIZONTAL  
1" = 4' VERTICAL

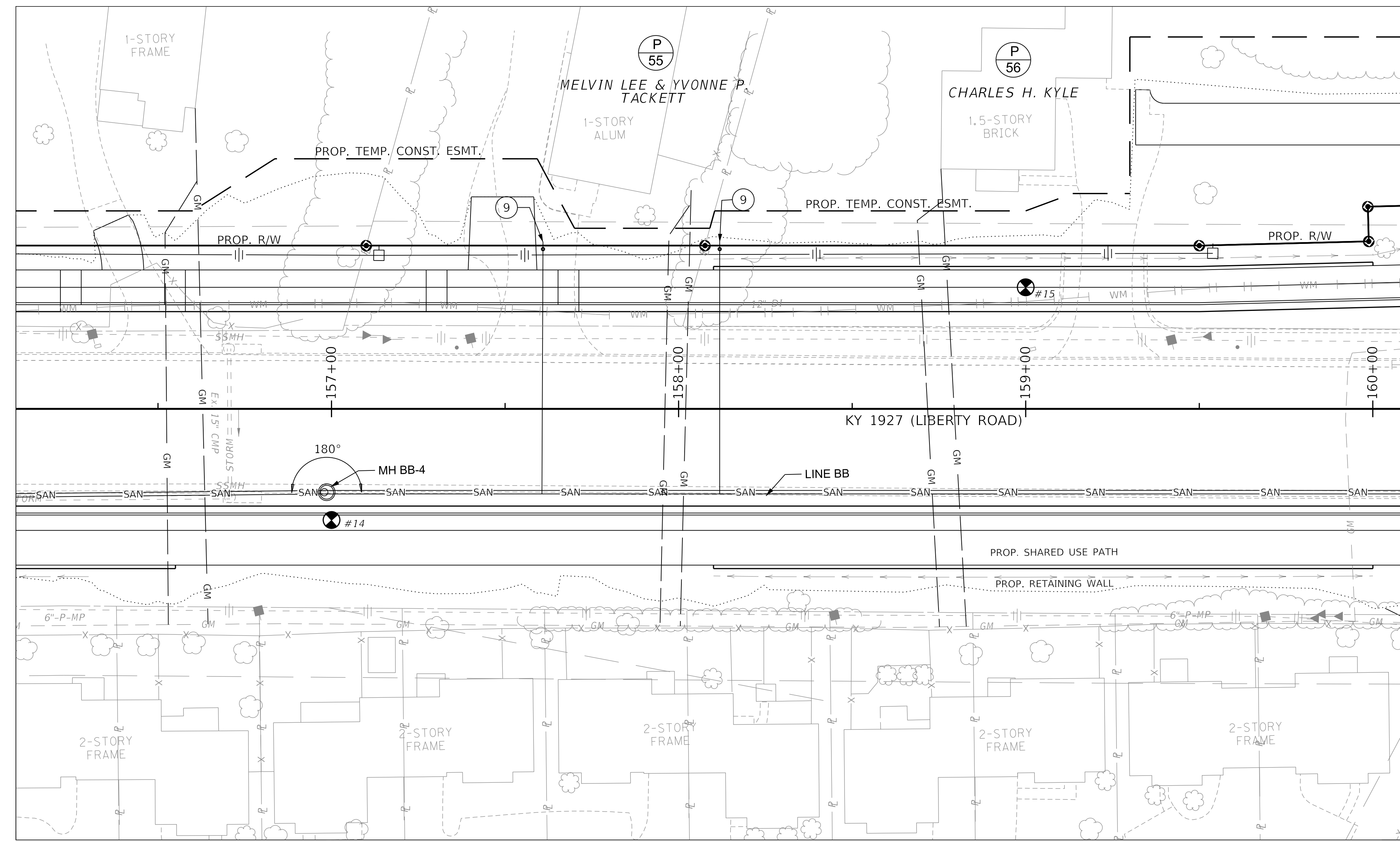
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-8902.00	U4



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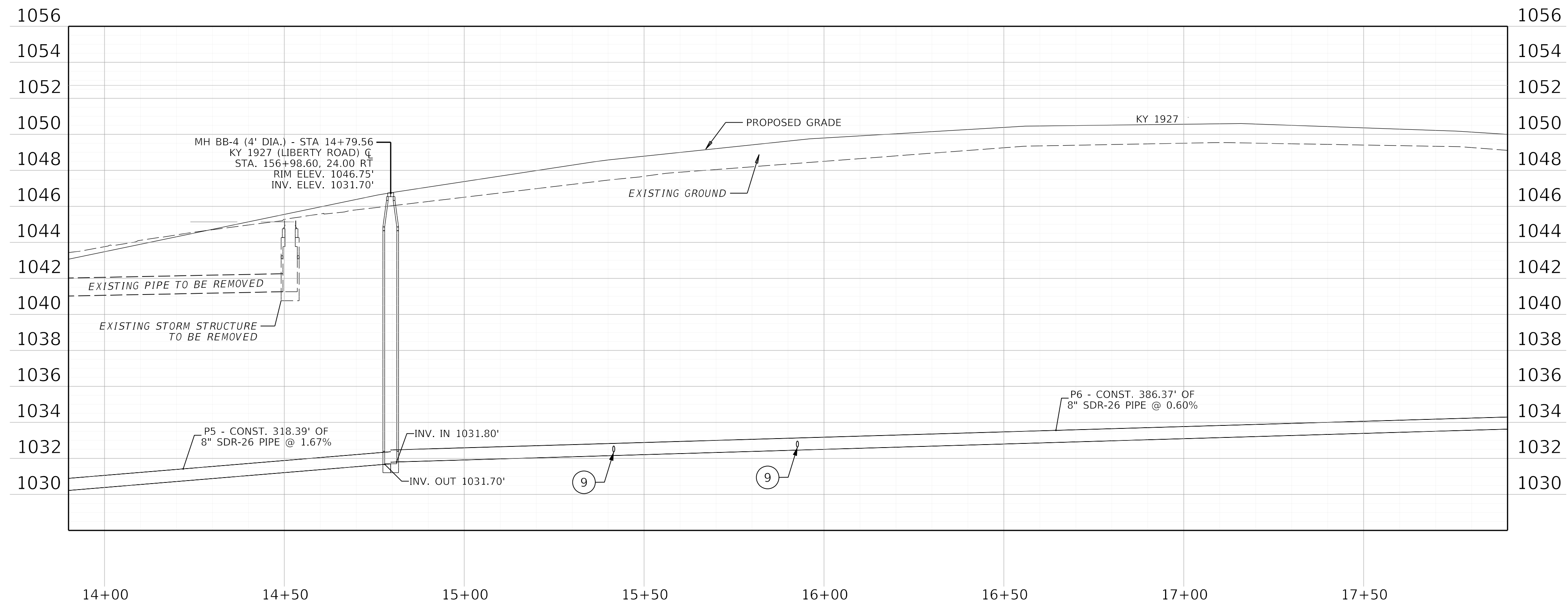
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DATE PLOTTED: April 10, 2025

OpenRoads Designer v10.12.02.4



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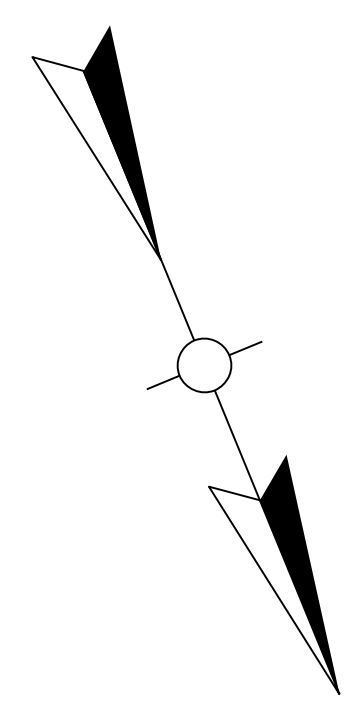
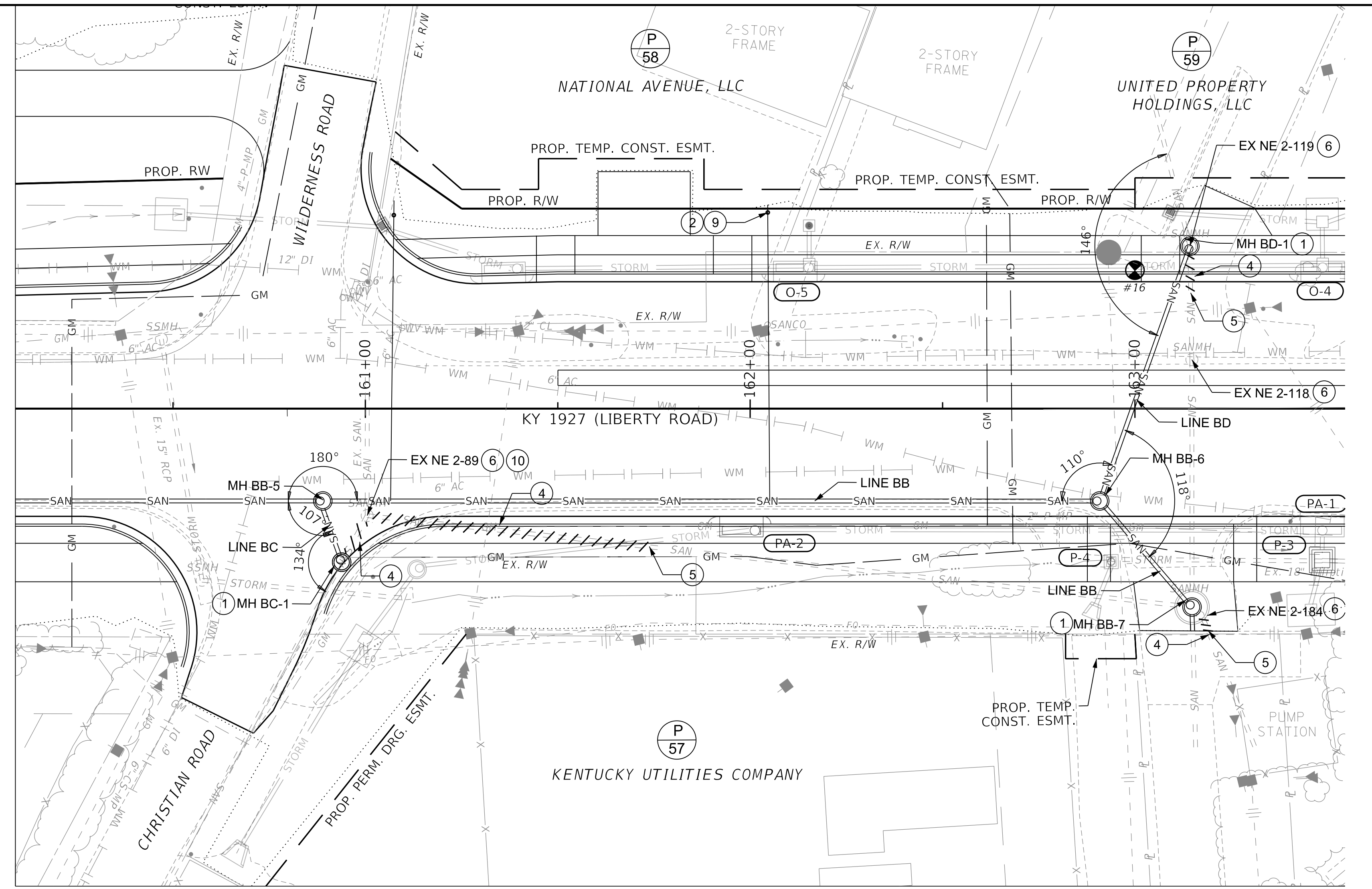


SANITARY SEWER RELOCATION  
KY 1927 (LIBERTY ROAD)  
LINE BB

SCALE: 1" = 20' HORIZONTAL  
1" = 4' VERTICAL

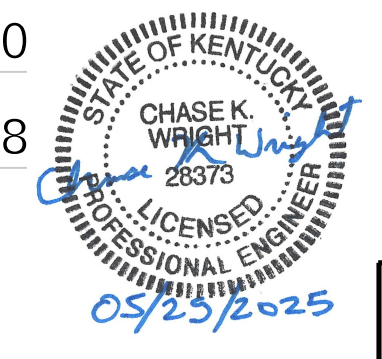
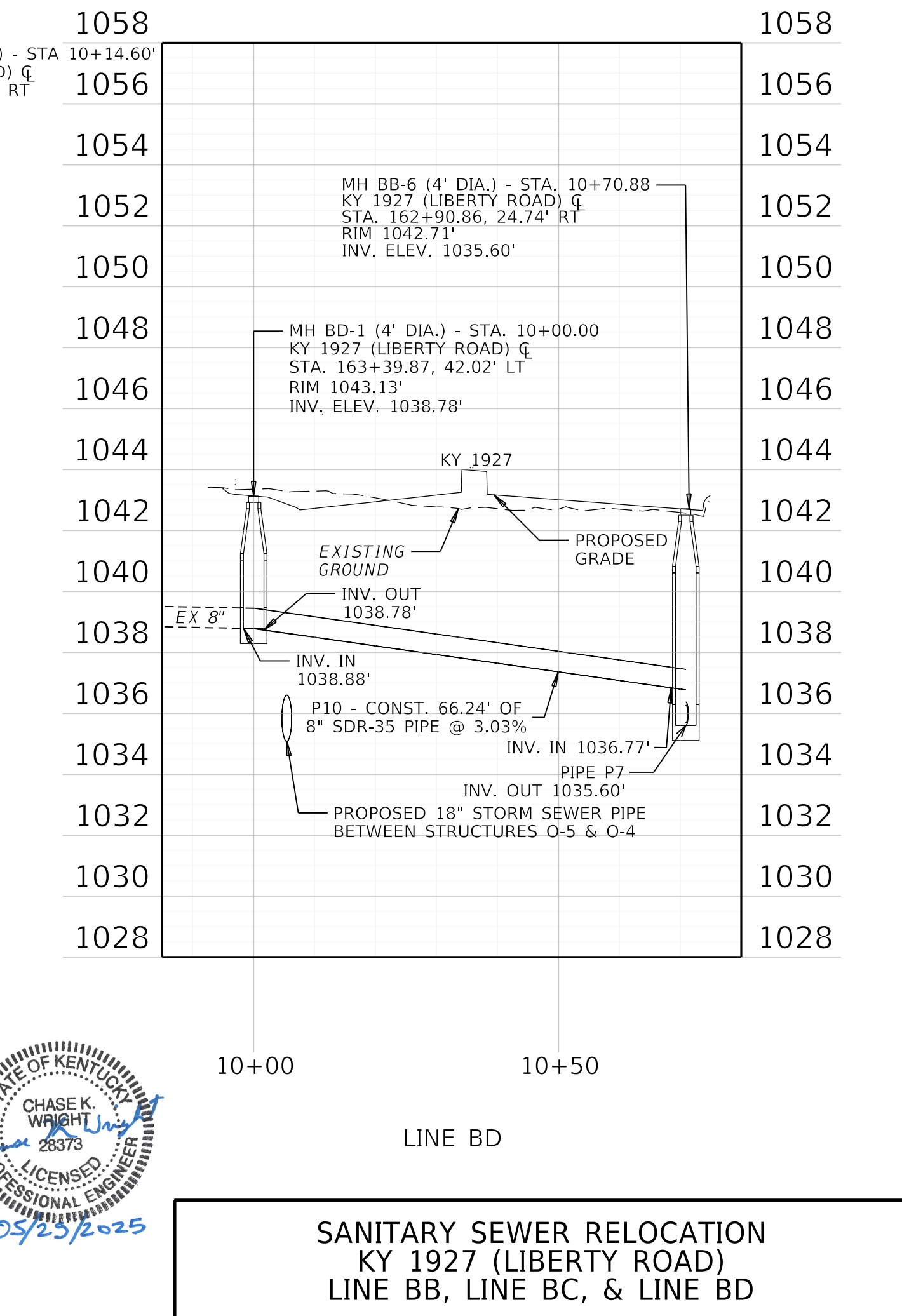
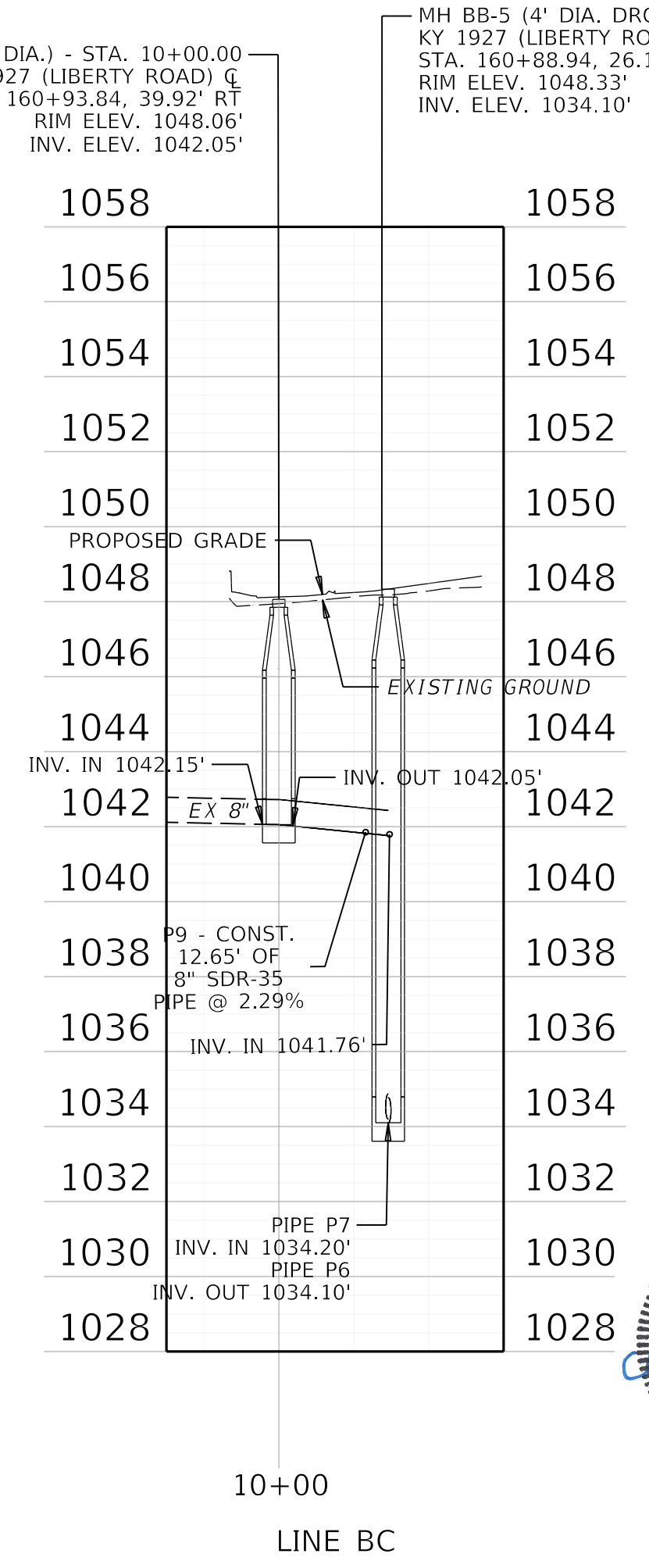
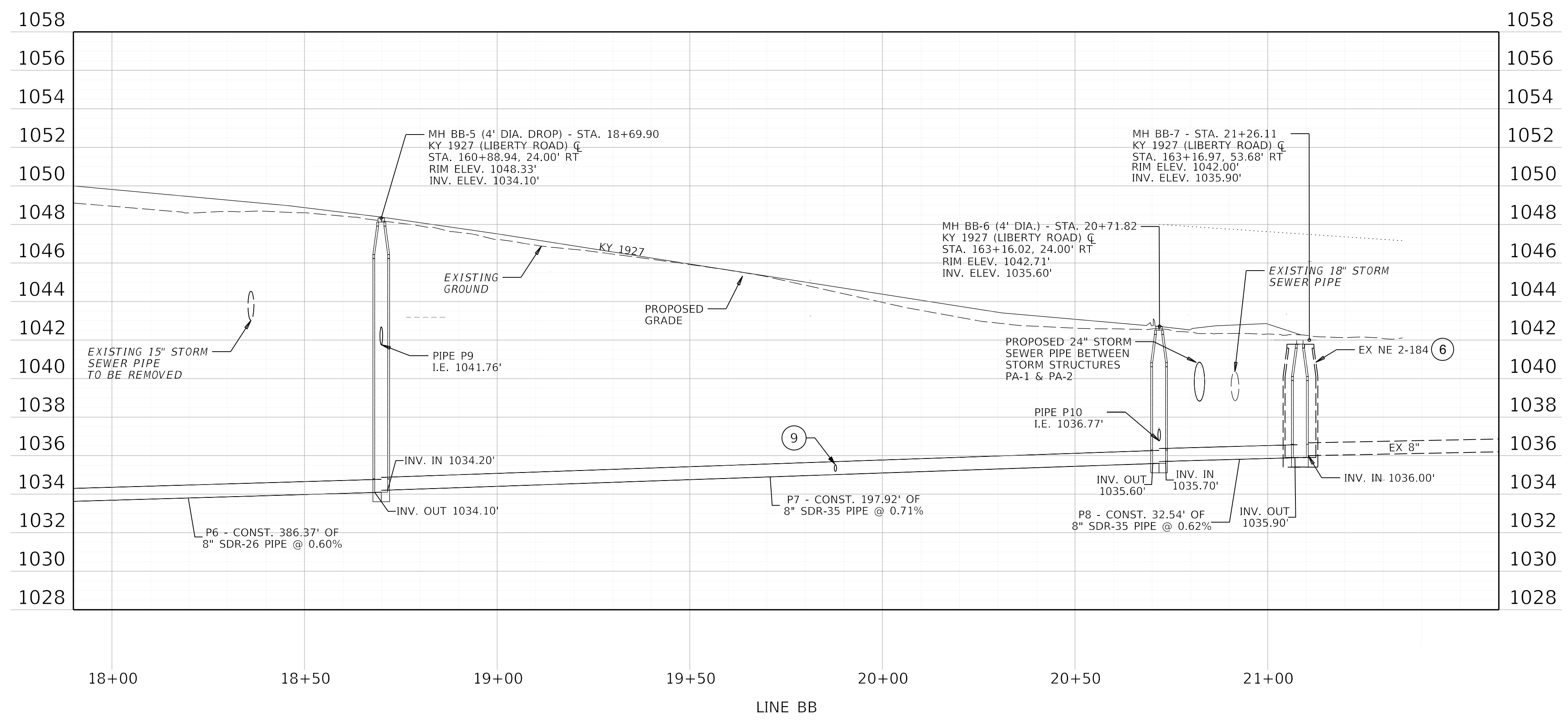
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-8902.00	U5

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USER: CHASEW  
DATE PLOTTED: April 10, 2025  
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- 6 ABANDON/REMOVE EXISTING SANITARY MANHOLE IN ACCORDANCE WITH THE STANDARD SANITARY SEWER BID ITEM DESCRIPTIONS.
- 7 TAP EXISTING SANITARY SEWER MANHOLE IN ACCORDANCE WITH THE STANDARD SANITARY SEWER BID ITEM DESCRIPTION AND LFUCG STANDARD DRAWING NO. 260.
- 8 INSTALL SANITARY LATERAL SHORT SIDE 6 INCH WITH CLEANOUT IN ACCORDANCE WITH THE STANDARD SANITARY BID ITEM DESCRIPTIONS AND LFUCG STANDARD DRAWING NO. 230, NO. 231, AND NO. 233.
- 9 INSTALL SANITARY LATERAL LONG SIDE 6 INCH WITH CLEANOUT IN ACCORDANCE WITH THE STANDARD SANITARY BID ITEM DESCRIPTIONS AND LFUCG STANDARD DRAWING NO. 230, NO. 231, AND NO. 233.
- 10 TEMPORARILY CONNECT EXISTING SANITARY TO PROPOSED MAIN. COST OF TEMPORARY CONNECTION AND ABANDONMENT IS INCIDENTAL TO SANITARY LATERAL.



10+00 10+50  
LINE BD  
**SANITARY SEWER RELOCATION  
KY 1927 (LIBERTY ROAD)  
LINE BB, LINE BC, & LINE BD**