



Kentucky Transportation Cabinet
Division of Right of Way & Utilities
UTILITY RELOCATION KEEP COST AGREEMENT
PURSUANT TO KRS 177.035

Fayette County
000NH8580001
FD52 034 86647 01U
Item No. 7-412.00
US 27 MilePoints: 8.52 - 8.691

THIS UTILITY RELOCATION 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:
REPLACE RJ CORMAN RAILROAD BRIDGE OVERPASS (MP 8.378) IMPROVE DRAINAGE AND TYPICAL SECTION ON US 27 (NORTH BROADWAY) (12CCR)(14CCR)(16CCR)(18CCN)(2020CCR)(2022CCR)(2024CCR) from 8.52 to 8.691 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. 86647**, **dated 08/20/2024**, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement is in the amount of **\$1,053,600.00**.
3. The right of way for the proposed roadwork for US 27 will pass over and include certain Sewer facilities constructed and now maintained by the Utility Owner.

4. The said facilities will be relocated as designed by the Utility Owner and shown on the Cabinet's survey and general plan sheets.
5. The said facilities may be relocated 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 Utility Owner is authorized herein to make the necessary removal, alterations or adjustments of its existing facilities with the Utility Owner's regular engineering, construction, and maintenance forces. Said work is to be reimbursed with 100% of the cost to be borne by the Cabinet and 0% 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 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.

SCOPE OF AGREEMENT

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

9. The Utility Owner, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all construction labor, equipment and materials to make and complete all necessary adjustments of its 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 or adjusted include approximately 570 LF of 30" PVC fore main sewer. The estimated cost to the Cabinet for the relocation and/or adjusting is **\$1,053,600.00**, which is 100% of the total cost (**\$1,053,600.00**) and is to be borne by the Cabinet as shown by the estimate attached hereto, shown in Attachment A.
11. If the Utility Owner proposes to include betterment in the Agreement, all work directly pertaining to said betterment is detailed in Attachment A and is not reimbursable. Such betterment work to be done is substantially as follows:

Such betterment work is estimated to cost \$0 and is to be borne by the Utility Owner.
12. The scope of work to be completed under this Agreement is substantially as follows:

The Utility Owner will remove approximately 220 LF of 30" PVC force main sewer, abandon & safeload approximately 350 LF of 30" PVC force main sewer and appurtenances. The Utility Owner will install approximately 568 LF of 30" C900 DR18 Class 235 PVC force main sewer pipe and appurtenances and will provide bypass pumping..

13. The Utility Owner shall complete the relocation of said facilities within the schedule specified in this Agreement, which shall not exceed 30 consecutive days. The Utility Owner schedule shall commence on the right-of-way clearance date or right-of-entry date provided to the Utility Owner by the Cabinet in a written authorization to begin work. Any alterations to the right-of-way clearance or right-of-entry date shall be provided to the Utility Owner by the Cabinet and the schedule shall commence pursuant to the amended date. Extensions to the schedule may be granted if agreed to by the Utility Owner and Cabinet and shall be requested by submission of a change order. The road contract shall include a calculated completion date for this relocation based upon the right of way clearance date and the Utility Owner schedule as defined in this Agreement. Failure to complete the work within the schedule defined herein may result in additional road project costs and claims.
14. The Utility Owner shall submit any change orders necessary to the Cabinet for consideration and approval before initiation of the work detailed in said change order. 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. 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. 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.
15. The Utility Owner shall be reimbursed only for the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities. A

certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.

16. 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, 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 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.
17. On any relocation project, overhead utilities crossing the non-fully controlled access highway and roadways, shall be a minimum of eighteen (18) feet, meet 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.
18. 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 Permit's Manual policy, including permits form TC 99-211.
19. 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 line 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. Exception 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.

20. 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 lines installed longitudinally shall be located outside the clear zone.

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RESPONSIBILITIES OF KYTC

21. The Cabinet will reimburse the Utility Owner for the actual cost of the work upon presentation of invoices from the Utility Owner. The Utility Owner will compute costs by and in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The method of developing the relocation costs is found in 23 CFR 645.117.
22. Itemized bills from 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
in accordance with 23 CFR 645.117:**

Current Billings. The Utility Owner may submit current 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 Cabinet.

Final Payment. Upon completion of all said work and the submission of final itemized invoices and as-built drawings, the Utility Owner shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by the Utility Owner pursuant to this Agreement, otherwise previous payments to the utility shall be considered final, except as agreed to between the Cabinet and the Utility Owner. The final billing will be forwarded for payment after review and approval of the District Utilities Supervisor and submitted to the Central Office Utilities Section, it being understood, however, that the billings are subject to audit and verification by the Cabinet and/or the Federal Highway Administration.

ADDITIONAL REQUIREMENTS

23. 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.
24. 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).
25. 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.
26. 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 Utility Owner 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 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.

27. 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.
28. 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.
29. 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 caused by agents or employees of the Cabinet. The Utility Owner shall adequately protect adjacent property as provided by law and this Agreement.
30. 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.

31. 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.
32. 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 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.

33. 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, 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 the section entitled "Responsibilities of the KYTC". 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.
34. 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. The Commonwealth will make payment within thirty (30) working days of receipt of Utility Owner's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454. Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

35. 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.
36. 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.

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.
38. 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 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. The Utility Owner 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>

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 contract 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 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 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 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 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 Utility Owner 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.
47. Access to Records: The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Utility Owner, 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 contract. 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 contract 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 contract. Failure to disclose violations shall be

grounds for the Commonwealth's disqualification of a contractor 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 contract 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. 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. Nondiscrimination: The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The Utility Owner shall comply with all terms and conditions of the Act. During the performance of this contract, the Utility Owner agrees as follows: (a) The Utility Owner shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or (b) The Utility Owner shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that

applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. (c) The Utility Owner shall state in all solicitations or advertisements for employees placed by or on behalf of the Utility Owner that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin. (d) The Utility Owner shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause. The Utility Owner shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Utility Owner's commitments under this nondiscrimination clause. The Utility Owner's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract. Each Utility Owner shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act. This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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)

Boycott Provisions: If applicable, the Utility Owner represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract 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. If applicable, the Utility Owner verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

Lobbying Prohibitions: The Utility Owner represents that they, and any subcontractor performing work under the contract, 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. 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.

Artificial Intelligence (AI): Utility Owner agrees to adhere to CIO-126 Artificial Intelligence Policy.pdf, which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Utility Owner agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Utility Owner understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Utility Owners may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Utility Owner agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

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AGREEMENT EXECUTION

By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, and agree to the terms and conditions. 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 Cabinet warrants that all reimbursable costs invoiced will be paid as defined herein.

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
SIGNATURE: _____ TEBM – Utilities and Rail
DATE: _____

Approved Form and Legality
SIGNATURE: _____
DATE: _____ Office of Legal Services

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