

COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF RURAL & MUNICIPAL AID
AND
KENTON COUNTY**

THIS AGREEMENT, entered into by and between the Commonwealth of **Kentucky**, Transportation Cabinet (“**Cabinet**”), Department of Rural and Municipal Aid, hereinafter referred to as the “**Department**,” and Kenton County, 1840 Simon Kenton Way, Suite 5200, Covington, KY 41011, hereinafter referred to as the **County**.

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to repair/replace a bridge on Menefee Road (CR 1209), Bridge ID No. 059C00033N, which shall hereinafter be referred to as the “**Project**,” and

WHEREAS, the **County** desires to perform the work for the aforementioned **Project** and be responsible for all phases of the **Project**;

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The **Department** agrees to reimburse the **County** up to \$654,691 for completion of work by the **County**, contractors, or subcontractors hired by the **County**, under the obligations of this Agreement for the **Project**. Engineering/consultant costs shall be ineligible, as those costs will be paid by the **County**.

COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS

2. If the **Project** is performed by Contract, the **County** shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the **Project** and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. **Concurrence must be obtained by the County through the District 6 Chief District Engineer in Covington prior to the awarding of any contract for work or materials to be used on this Project. This requirement shall not be limited to, but shall specifically apply to, all 20-foot bridges and above, defined as inventoried structures.**

3. The **County** shall cause the **Project** to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an KYHL-93 loading); *approval from the Bridge Preservation Branch, Division of Maintenance, Kentucky Transportation Cabinet MUST BE OBTAINED before ANY additional load is added to any inventoried structure.* Furthermore, all materials paid for by the **Department** used on, or incorporated into, the **Project** shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications guidelines. The **County** will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the **Cabinet's** District 6 Office in Covington.

4. **The County shall submit FINAL PLANS to the Cabinet's Division of Structures for final review within thirty (30) days of the date of this contract and shall comply with any requirements set out from that review prior to beginning any reimbursable work on the Project.** Failure to submit said final plans and comply with requirements of review will result in the contract potentially being voided. These requirements shall not be limited to but shall specifically apply to all 20-foot and above bridges, defined as inventoried structures.

5. The **County** understands that the **Department** has authorized up to \$654,691 of County/City Bridge Improvement Program Funding (FD15) for all eligible expenses for this **Project**. The

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

County further understands and agrees that engineering costs/consultant fees and any costs above the amount listed herein are deemed ineligible and will be the sole responsibility of the **County/City**.

6. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the **Project** becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of **Project** expenditures may be denied, the **Project** may be cancelled, the timeline extended or the scope amended by the **Department** either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.
7. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for this **Project** shall be available to reimburse the **County** for eligible work activities completed and costs incurred prior to expiration.
8. Should the **Project** require any design/consultant services, the **County** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a pre-qualified and licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 6 Chief District Engineer. The **County** shall be responsible for all **Project** design activities, which may be completed either by the **County's** staff or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. When applicable, the **County** must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

9. Should the **Project** require the acquisition of any interest in real property by the **County**, the **County** shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.

10. Should the **Project** require any Environmental or Cultural Historic clearances services, the **County** agrees to use only consultants who are pre-qualified to do work for the **Department** that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 6 Chief District Engineer. The **County** shall be responsible for all **Project** environmental activities, cultural resource clearances, state/federal/local permits/clearances, which may be completed by individuals or firms that are selected based on qualifications. All environmental and cultural resource work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. When applicable, the **County** must obtain any necessary permits, clearances or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act, the Endangered Species Act, Sections 401 and 404 Clean Water Act, the Sections 9 and 10 of the Rivers and Harbors Act, Section 106 of the National Historic Preservation Act, the Kentucky Antiquities Act, The National Emission Standards for Hazardous Air Pollutants, Comprehensive Environmental Response, Compensation, and Liability Act, Asbestos National Emission Standard, Underground Storage

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

Tank Regulations, Resource Conservation and Recovery Act, Occupational Safety and Health Administration local storm water regulations.

11. The **County** must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District 6 Office in Covington. The **County** acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the **County**, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

12. The **County** shall either adopt, in writing, the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **County** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **County** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for funding reimbursement. The **County** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **County** shall provide the **Department** necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

and federal laws and regulations. The **County** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Guidance Manual.

13. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the **Project**. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the **Project**, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

14. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

(MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, current edition, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

15. The **County** agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the **Department** for any necessary construction services. The **County** shall be responsible for all **Project** construction activities, which may be completed either by the **County's** staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the **Department**. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The **County** must receive **Department** approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the **County** as a result of this Agreement.

16. The contractor 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:

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

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)

The contractor 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.

The contractor 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 contractor 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.

17. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the **County** agrees as follows:

a. The **County** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age.

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

The **County** 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 **County** agrees to provide, upon request, needed reasonable accommodations. The **County** 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 **County** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

c. The **County** 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 **County's** commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The **County** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

e. The **County** 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

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the **County'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 **County** may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The **County** 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 sub-contractor or vendor. The **County** 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.

18. The **County** shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the **Department's** specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The **Department** shall have access to the **Project** area and may conduct field reviews of the **Project** at any time. These field reviews are intended to verify status of the **Project**, performance of the contractor, adequacy of the **County** oversight, conformance with all laws, regulations, and policies and provide assistance to the **County** as may be necessary.

19. The **County** may submit to the **Department of Rural and Municipal Aid** current billings reflecting the actual cost of work incurred during any given work period, which will be paid

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

within a reasonable time after receipt by the **Department**; however, in no event is the **County** to submit billings for work performed for less than a thirty (30) day period. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.

20. The **County** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **County** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District 6 Chief District Engineer in Covington prior to final payment of the **Project**. When both the **County** and the **Department** accept the field work as complete, the **County's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **County** will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the **County** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.
21. The **County** is responsible for ensuring that vendors 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 thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.
22. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project** and shall survive the completion

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **County** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **County** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.

23. The **County** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **County** shall submit to the **Department** documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.
24. No member, officer, or employee of the **Department** or the **County** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **County** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **County** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **County** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.
25. To the extent permitted by law, the **County** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

26. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
- a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **County**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **County**, its agents, employees and contractors, the **Department** shall reimburse the **County** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
 - b. The **County** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **County** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **County** to cancel the Project or cancel its obligations under this Agreement, the **County** shall reimburse the **Department** for all funding reimbursements made under this Agreement.
 - c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **County** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **County** and the **Department** and be evidenced in writing.
27. The Kentucky General Assembly may allow for a reduction in a 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 contract will be reduced by the amount specified in that document.

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

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

29. KRS 45A.485 requires the **County** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

The **County** shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract shall be grounds for the **County's** cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor 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

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

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 Contractor 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. Contractor 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.

30. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
31. The **County** will pass a resolution authorizing the Judge Executive to sign this Agreement on behalf of the **County**. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the **County** agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the **County** agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

**COUNTY OF KENTON
BRIDGE REPAIR/REPLACEMENT
COUNTY BRIDGE 059C00033N
\$654,691 – CCBIP (FD15) FUNDS**

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

KENTON COUNTY

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

**Kris Knochelmann
Judge Executive**

**Jim Gray
Secretary**

DATE: _____

DATE: _____

**DEPARTMENT OF RURAL AND
MUNICIPAL AID**

APPROVED AS TO FORM & LEGALITY

Signed by:
Bobbi Jo Lewis

AASFF210B61945E...
**Bobbi Jo Lewis
Commissioner**

Signed by:
Todd Shipp

B694674FDF664A9...
**Todd Shipp
Office of Legal Services**

DATE: 6/16/2025

DATE: 6/16/2025