

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
UTILITY RELOCATION
LUMP SUM AGREEMENT
PURSUANT TO KRS 177.035**

SPENCER COUNTY
FD04 108 80442 01U
WIDEN KY 44 FROM OAK TREE WAY TO KY 1633
ITEM NO. 5-395.00

THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and Spencer County Board of Education, 207 W. Main Street, Taylorsville, KY 40071, hereinafter referred to as the Company.

AGREEMENT PREMISES

1. The Cabinet, in the interest of public safety and convenience, proposes to widen KY 44 (Mount Washington Road) from Oak Tree Way to KY 1633 (MP 7.45 to MP 8.45), a distance of approximately 1.00 miles 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. 80442 003, dated June 23, 2011, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement is in the amount of \$20,000.00.

3. The right of way for the proposed roadwork for KY 44 (Mount Washington Road) will pass under and include certain fiber optic facilities constructed and now maintained by the Company.
4. The said facilities will be relocated as designed by the Company 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 Company or obtained by the Cabinet and granted to the Company.
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 Company is authorized herein to make the necessary removal, alterations or adjustments of its existing facilities with the Company's regular engineering, construction, and maintenance forces. Said work is to be reimbursed with One-hundred Percent (100%) of the costs to be borne by the Cabinet.

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SCOPE OF AGREEMENT

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

8. The Company, with its regular construction or maintenance personnel and/or with a 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.
9. The estimated cost of relocating and/or adjusting 3,962 linear feet of 24 count fiber optic cable and 3,962 linear feet of ¼" strand wire is \$20,000.00 which is One-hundred Percent (100%) of the total cost (\$20,000.00) and the lump sum amount to be borne by the Cabinet as shown by the estimate attached hereto, shown in Attachment A.
10. The Company does not propose to include betterment in this Agreement.
11. The scope of work to be completed under this Agreement is substantially as follows:

Install 3,962 linear feet of 24 count fiber optic cable and 3,962 linear feet of ¼" strand wire from existing splice point to the existing end point.

Remove 3,962 linear feet of 24 count fiber optic cable and 3,962 linear feet of ¼" strand wire to the nearest splice points.

12. Once the Company receives the authorization by the Cabinet to begin work, the Company estimates that it will take approximately three (3) weeks to complete the relocation of the facilities.
13. The Company 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 only 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 detailed and include proper itemizations from the Company, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. If the Company 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 Company 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.
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, Specifications, and Standard Drawings. All traffic control will be in accordance with Part VI of the *Manual on Uniform Traffic Control Devices*. 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 details as shown in the most recent version of the Cabinet's Standard Specifications for Road and Bridge Construction and the *Permits Manual*, or as directed by the Cabinet's engineer.

16. On any relocation project, the vertical clearance of overhead utilities shall be a minimum of eighteen (18) feet or in no case less than the clearance required by the National Electric Safety Code, American National Standards Institute, Institute of Electrical & Electronic Engineers, Inc.
17. On any relocation project, the vertical clearance of overhead utilities crossing the interstate or other limited access highway, roadways, and ramps shall be a minimum of twenty-four (24) feet as determined by the Cabinet, but in no case less than the clearance required by the National Electric Safety Code, American National Standards Institute, Institute of Electrical & Electronic Engineers, Inc.
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 utilities on fully controlled access routes, except for natural gas and petroleum fraction lines, is forty-two (42) inches. Underground utilities on non-fully controlled access routes except for natural gas and petroleum fraction lines, is forty-two (42) inches under roadways, shoulders, ramps, and ditch lines and thirty (30) inches in all other areas within state right-of-way. For natural gas and

petroleum fraction lines located within the state right-of-way on fully controlled access highways, the minimum depth is sixty (60) inches. For non-fully controlled access highways the minimum depth for such lines, is sixty (60) inches when located inside of 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 will be prepared and submitted by the permittee and approved by the Cabinet's engineer.

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RESPONSIBILITIES OF KYTC

19. The Cabinet will reimburse the Company for the lump sum cost of the work upon presentation of invoices from the Company. The Company 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.
20. Bills from the Company will be in a 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 Company may submit current billings reflecting the 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 invoices and as-built drawings, the Company 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 Company pursuant to this Agreement, otherwise previous payments to the utility shall be considered final, except as agreed to between the Cabinet and the Company. 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.

All Payments. Payments shall not exceed the lump sum of \$20,000.00 unless there is a change in the plans by the Cabinet or a change in the scope of work warranting additional work.

ADDITIONAL REQUIREMENTS

21. 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(9) 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. 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). The Company 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
22. In the event of a dispute between the contractor 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. (See attachment)
23. All records of the Company 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) and 49 CFR 18.42 - *Retention and Access Requirements for Records*.

24. Execution of this Agreement and issuance of a Cabinet Permit number hereon is conditioned upon the acceptance of and agreement to the standard terms and conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of the execution of this Agreement, and this Cabinet Encroachment Permit (TC99-1) form revision is made a part of this agreement by this reference.
25. The work of altering and maintaining the Company's facilities covered by this Agreement, at any time after they have been relocated by the Company as herein provided, shall be done by the Company 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.
26. The Company shall comply with the 18 United States Code (U.S.C.) 874 Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).

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 Company 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 Company; (2) any and all negligent acts of the Company; and (3) any policy, procedure or employment practice of the Company violating applicable Federal, State or local laws.
29. The Company 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 Company shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the Cabinet. The Company shall adequately protect adjacent property as provided by law and this Agreement.
30. The Company 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 Company 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. KRS 45A.480 requires the Company to comply with the Cabinet's requirements pertaining to workers' compensation insurance and unemployment insurance. By execution of this agreement, the Company agrees that all contractors and subcontractors employed, or to be employed in connection with this Agreement shall be in compliance with Kentucky requirements for Workers' Compensation Insurance KRS Chapter 342 and Unemployment Insurance KRS Chapter 341.
32. By execution of this Agreement, the Company is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates. Compliance as described herein includes, but not exclusively, environmental regulations such as: Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 CFR Part 15).
33. To the extent applicable to this agreement, the Company shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410) if the utility work uses any amount of Federal Aid Highway Program (FAHP) funding. The Company is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of the Company's facilities (as specified in 23 CFR 645) on contracts or agreements involving FAHP funding and over regulations which allow the Company to furnish materials from company stock (as specified in 23

CFR 645.117(e)). Company stock materials that do not meet Buy America requirements may not be permanently incorporated into an FAHP funded project. The Company must provide a definitive statement that all products, permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

34. The Commonwealth of Kentucky and the Cabinet are prohibited from contracting with firms that utilize the services of illegal immigrants in the performance of a contract of goods, services or construction purposes and the performance of a contract with the Commonwealth. By execution of this Agreement, the Company agrees not to hire any illegal immigrants itself and to take commercially reasonable measures to ensure that its contractors and their subcontractors not utilize the services of illegal immigrants.
35. The Cabinet may terminate this Agreement 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 Agreement. The Cabinet shall provide the Company thirty (30) calendar days written notice of termination of the Agreement.

36. The Cabinet reserves the right in its sole discretion to demand that the Company and all 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 Company in writing to undertake only minimal, reasonable and necessary additional work or services and acquire, expend, use or install only minimal, reasonable and necessary additional materials to reestablish the original use and function of their facility.
37. The Company 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 Company 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.
38. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Kentucky. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be

construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

The remainder of this page is intentionally left blank.

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 Company warrants that the existing fiber optic 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.

This the _____ day of _____ 2013.

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET APPROVALS**

Approval of the Division of Right of Way and Utilities

SIGNATURE: _____
Keith McDonald, Division Director

Approval of the Utilities & Rails Branch

SIGNATURE: _____
TEBM – Utilities and Rails

DATE: _____

Approved Form and Legality

SIGNATURE: Dussan Chaplin
DATE: 09/03/2013
Office of Legal Services

Approval of Spencer County Board of Education

SIGNATURE: _____ DATE: _____

TITLE: _____



Steven L. Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF THE SECRETARY
Room 383, Capitol Annex
702 Capital Avenue
Frankfort, KY 40601-3462
(502) 564-4240
Fax (502) 564-6785

Lori H. Flanery
Secretary

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a formal review process should be created whereby the Finance and Administration Cabinet would provide oversight and direction to an agency of the Commonwealth that is in a dispute with a vendor regarding documents that it believes are being improperly withheld by the vendor and are necessary to conduct a thorough review of the vendor's activities pursuant to said contract; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, 45A.230, and 200 KAR 5:314, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the filing of a Petition for Determination with the Finance and Administration Cabinet by an agency of the Commonwealth, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the filing of a Petition for Determination from an agency of the Commonwealth, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits,

investigations or any other formal inquiry and a dispute has arisen as to what documents are necessary to conclude the inquiry.

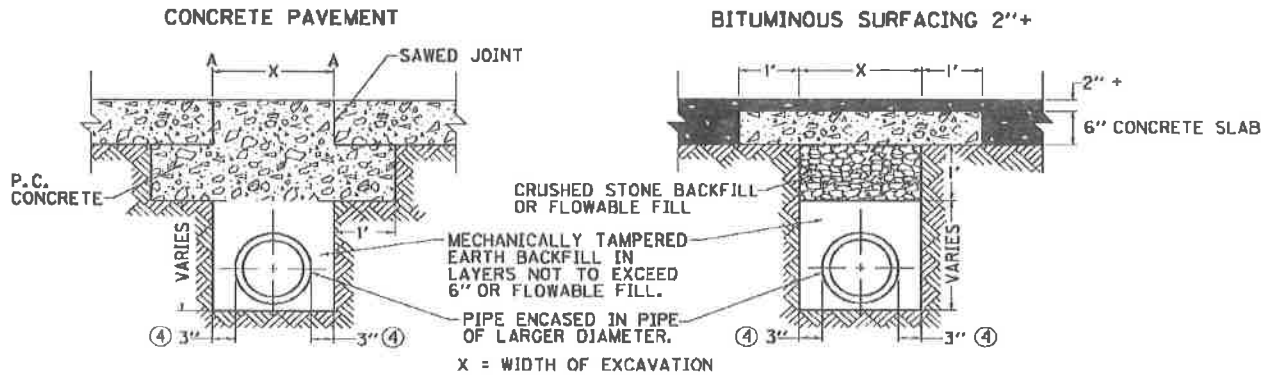
- III. Upon the filing of a Petition for Determination by an agency of the Commonwealth pursuant to Section I or Section II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall pursue any and all options that it possesses to obtain the documents in question, including, but not limited to the following:
 - a. Initiating discussions with the vendor to obtain the documents determined to be necessary for the inquiry;
 - b., Terminating the vendor's contract; or
 - c. Filing an action jointly or singularly against the vendor in a court of appropriate jurisdiction to obtain a court order mandating the disclosure of the documents determined to be necessary for the inquiry.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

THIS ORDER SHALL BECOME EFFECTIVE UPON EXECUTION.

COMMONWEALTH OF KENTUCKY
 TRANSPORTATION CABINET
 DEPARTMENT OF HIGHWAYS
 DIVISION OF TRAFFIC
 TYPICAL HIGHWAY BORING CROSSING DETAIL

TC 99.13
 REV 2/95

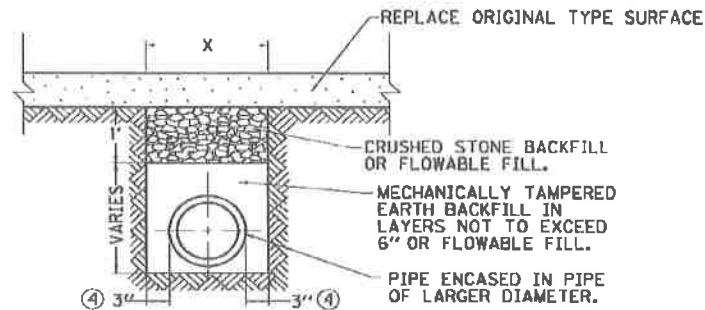
SURFACE RESTORATION METHODS



REPLACE CONCRETE PAVEMENT
 WITH NEW PAVEMENT SAME
 THICKNESS OF EXISTING PAVEMENT.

REPAVE BITUMINOUS PAVEMENT
 WITH THE SAME TYPE AND DEPTH AS
 EXISTING PAVEMENT.

**BITUMINOUS SURFACE LESS THAN 2" AND
 TRAFFIC BOUND MACADAM**



NOTE:

1. DISTANCE FROM POINTS "A" (CONCRETE PAVEMENT) TO NEAREST JOINT OR BREAK IN PAVEMENT MUST BE SIX (6) FEET OR MORE. IF LESS THAN SIX (6) FEET, REMOVE PAVEMENT TO JOINT OR BREAK AND REPLACE ENTIRE SLAB.
2. CONCRETE SLAB UNDER BITUMINOUS SURFACE TO EXTEND TWELVE (12) INCHES ON EACH SIDE OF TRENCH.
3. AN APPROVED JOINT SEALER TO BE APPLIED BETWEEN NEW AND EXISTING PAVEMENT.
- ④ 3" MIN. EACH SIDE OF PIPE WITH USE OF FLOWABLE FILL.

Updated 2/24/11

ENGINEERING SERVICE CONTRACT

THIS AGREEMENT, made and entered into this the 10th day of JUNE, 2013, between Spencer Co. Board of Education (hereinafter called the "Owner"), and LG Fiser, (hereinafter called the "Engineer").

WITNESSETH:

That for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree and contract as follows:

ARTICLE I

GENERAL OBLIGATIONS

1. The Engineer agrees to perform for the Owner, various engineering services in accordance with the requirements of the Owner at such times and places within the Commonwealth of Kentucky, as the Owner may specify.
2. The Engineer shall render diligently and competently all engineering services which shall be necessary or advisable for the expeditious, economical and sound design and construction of the undertaking. The enumeration of specific duties and obligations to be performed by the Engineer hereunder shall not be construed to limit the general undertakings of the Engineer.
3. The Engineer shall furnish, employ and have exclusive control of all persons to be engaged in or about the services performed under this agreement; and shall prescribe and control

the means and methods of performing such services by adequate and proper supervision. All persons employed by the Engineer in and about the performance of any such services shall be agents, servants or employees of the Engineer, and neither the Engineer nor any of such agents, servants or employees shall be deemed to be agents, servants or employees of the Owner for any purpose whatsoever; the Engineer being, and at all times acting as, an independent contractor hereunder, and being responsible as an independent contractor to the Owner.

4. The Engineer agrees to furnish all labor, supervision, transportation, engineering tools and equipment and the usual office supplies necessary or desirable for the full and satisfactory performance of the services hereunder.

5. All drawings, plans, specifications and other engineering matter required to be submitted by the Engineer under this agreement shall conform to the applicable practices and instructions as furnished to the Engineer by the Owner.

6. All drawings, plans, specifications and other engineering matters related to the services rendered hereunder shall be the sole property of the Owner whether or not the work is to be executed, and shall be delivered to it by the Engineer upon request.

7. All work performed under this agreement shall be done in a thorough and workman like manner and in accordance with the latest applicable Industry Code, local and State laws, rules, regulations and orders or regulatory bodies having jurisdiction, and current Owner practices. All work in the field shall be staked and properly marked by the Engineer.

8. The Engineer shall be responsible for coordinating the work hereunder with other utility companies or municipalities where such coordination is necessary.

9. The Engineer shall furnish to the Owner all engineering information, data and drawings required for procuring all necessary or desirable permits, licenses, agreements with respect to crossing of navigable streams and railroads, and with respect to paralleling or crossing of State highways, and with respect to crossings of or encroachments on private property.

10. The Engineer and the Owner shall comply with all applicable statutes pertaining to engineering and the Engineer warrants that he possesses license number _____ issued to him for the practice of _____ Engineering by the Commonwealth of Kentucky on the _____ day of _____, 20__.

ARTICLE II

AUTHORIZATION OF ENGINEERING SERVICES

1. The Owner will authorize the Engineer to perform engineering services covered by this agreement in advance by means of a Work Order Form or letter of authorization.
2. The Engineer shall have the right to determine the sequence of performing his work pursuant to authorization provided, however, that he shall meet the delivery schedule as set forth by the Work Order.
3. The Owner only shall have the right to cancel or defer the engineering services authorized by this agreement. Advice of cancellation or deferment may be given by telephone.
4. The Owner and the Engineer agree that this contract will not take effect until and unless the terms, conditions and proposed fees have been reviewed and approved in writing by a representative of the Kentucky Department of Highways with the responsibility and authority for making such approval. In the event this contract is not approved by the Department of Highways the Engineer is under no obligation to perform any work under this agreement and the Owner shall not be liable for payment of any fee whatsoever.

ARTICLE III

COMPENSATION

1. The Owner will pay the Engineer, as full compensation for services rendered hereunder, in accordance with Appendix "A" attached hereto and made a part hereof, which sets forth the current Classifications and Rates of the Engineers and services to be provided. Appendix "A" may be revised by mutual agreement of the Owner and the Engineer.

2. The foregoing compensation shall include the use of all drafting instruments, surveyor's transit, equipment needed for the field measurement of angles and distances as well as any computer equipment or office equipment.

3. Corrections necessary to comply with instructions and practices furnished to the Engineer in accordance with Article I, Paragraph 6 shall be made by the Engineer without additional compensation.

4. In the event there is a major change in the scope, character, or complexity of the work to be performed by the Owner, the compensation payable to the Engineer for additional service performed by the Engineer, if any, pursuant to such change shall be determined on the basis of the rates set forth in Appendix "A" and mutually agreed to by the Owner and the Engineer prior to effecting the change.

5. The Engineer shall keep and maintain such records, accounts, books, documents, papers, invoices and other materials necessary to determine proper billing to the Owner under this agreement and shall make the same available to the Owner for inspection upon its request.

6. Each statement of charges submitted to the Owner should segregate billing according to Work Order number and be itemized in such detail as may be required by the Owner to permit verification of the charges.

ARTICLE IV

SPECIAL PROVISIONS - HIGHWAYS RELOCATION WORK

In the event the Owner procures the Engineer to perform certain engineering services in conjunction with the relocation of its plant facilities on State & Federal Aid Highway projects, the following conditions shall apply to all work performed in connection therewith.

1. The Engineer shall maintain all books, documents, papers, accounting records and other materials pertaining to the costs incurred on such projects and shall make such material available to the Department and/or the Federal Highway Administration upon request. The

Engineer further agrees to maintain such records for a period of three (3) years after the date of final payment from the Department of Highways to the Owner.

2. The scope of work shall be defined in writing on each highway project and the estimated cost of each project shall be computed by multiplying the rates outlined in Appendix "A" by the estimated time required to perform the work.

3. The Engineer shall become familiar with the AASHTO Policy on the Accommodation of Utilities and with the provisions set forth in the State's accommodation policies and procedures and supplements and amendments thereto.

4. The maximum amount payable on any highway project will not exceed the estimated cost unless there is a substantial change in the scope, complexity or character of the work to be performed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

ATTESTED:

By: 

By: _____

ATTESTED:

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Owner and duly
authorized representative of the firm of LG Fiber
whose address is P.O. Box 1702 Mt Vernon, KY 40456

That, except as expressly stated and described herein, neither I nor the firm of
LG Fiber, has, in connection
with its contact with Spencer Co. Board of Education entered into
pursuant to provisions of an agreement between the aforementioned utility and the
Commonwealth of Kentucky, as part of Federal - Aid Project 5-395

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other
consideration, any firm, company, or person, other than a bona-fide employee working solely for
me or the aforementioned firm, to solicit or secure the contract, or

(b) agreed, as an express or implied condition for obtaining the award of the contract, to
employ or retain the services of any firm, company, or person in connection with the carrying out
of the contract, or

(c) paid, or agreed to pay, to any firm, company, organization or person, other than a bona-
fide employee working solely for me to the aforementioned firm, any fee, contribution, donation,
or consideration of any kind for, or in connection with, procuring or carrying out the contract.

Neither I nor the principal members of my firm are officers or employees of the utility company
nor do we exercise control over the operation of the utility company.

(Statement and explanation of exceptions, if any)

APPENDIX A

ENGINEERING SERVICES RATES

[illegible]

These rates shall become effective when approved by KYTC.

These rates shall remain in effect until alternative rates are submitted by the consultant and approved by KYTC.

These rates shall remain in effect for a minimum of one year from the date of the consultant's signature.

Signature of consultant

6-10-2013
Date

APPENDIX D

PROJECT:

OWNER:

CONSULTANT/ENGINEER:

By signature on this agreement the Consultant being duly sworn, hereby certifies that, except as noted below, the Consultant or any person associated therein in the capacity of owner, partner, director, officer, project manager, auditor, or any person involving the administration of Federal Funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency:

has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against the Consultant by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years:

EXCEPTIONS

Exceptions will not necessarily result in denial of selection, but will be considered in determining Consultant responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

EGL - 009.00

I acknowledge that this certificate is to be furnished to the Department of Highways and the Federal Highway Administration, in connection with the aforementioned project involving participation of Federal-Aid Highway funds, and is subject to applicable State and federal Laws, both criminal and civil.

I certify that the principal members of the Engineering Firm of:

LG Fiber

are not officers or employees of Spencer Ca Board of Education

and do not exercise control over the operation of this utility company.


Signature

6-10-2013
Date

owner
Title

P.O. Box 1702
Mt. Vernon, KY. 40456
Phone: (606) 521-2649
(606) 521-5818

High estimate for 5-395 Spencer Co Hwy 44

Date: 6-10-2013

Project Name: Hwy 44 realignment Spencer county Private fiber optic cable re-route

Estimated Cost:

Removal of 3,962ft of 24 count fiber optic cable and 3,962 ft of 1/4" strand to nearest splice point.

Cost:\$4,000.00

Reroute of the 3,962ft 24 count fiber optic cable with 1/4" strand from the existing splice point to the existing end point.

Cost:\$16,000.00

Removal of existing fiber optic cable	\$ 4,000.00
Re-route of the fiber optic cable	\$ 16,000.00
Total High estimated Cost:	\$ 20,000.00