



CALLOWAY COUNTY FISCAL COURT

MASTER AGREEMENT

IN PLACE PAVING

SPECIFICATIONS

The Fiscal Court of Calloway County is accepting sealed bids to establish multiple price contracts to provide certain good(s), product(s) and equipment services. The contracts resultant from this solicitation shall begin with its award, be effective for one year after its inception, and may be renewed automatically unless notice of termination is given by either party. All bids must meet KYDOT specs. Calloway County reserves the right to accept or reject any or all bids, waive technicalities or advertise.

This is not an exclusive contract, and carries no guaranteed amount of work. The use is strictly at the discretion of the Fiscal Court of Calloway County or its designee(s) on an as needed basis.

The contractor with due diligence shall furnish all necessary qualified personnel and equipment to provide the service. Those wishing to submit a bid please complete, review, and sign the document below.

JOB RESPONSE TIME

I CAN RESPOND WITHIN _____ DAYS TO PROVIDE A QUOTE FOR ESTIMATED HOURS TO COMPLETE A REQUESTED JOB.

Authorized Signature

Printed Name

Title, if on behalf of an entity

I CAN RESPOND WITH EQUIPMENT AND OPERATOR(S) TO COMMENCE THE REQUESTED JOB WITHIN _____ WORKING DAYS OF JOB REQUEST.

Authorized Signature

Printed Name

Title, if on behalf of an entity

The Fiscal Court of Calloway County reserves the right to declare a bidder unresponsive if an adequate level of manpower and equipment is not apparent to fulfill the contract or contractor would not be able to perform the work requested within the time frame needed.

ASPHALT

Please provide a cost per ton, freight on board (F.O.B.). Quote your single best net price on the item picked up at plant.

- | | |
|--------------------------------------|----------|
| 1. CL2 Asphalt Surface .38D PG 64-22 | \$ _____ |
| 2. CL2 Asphalt Base 1.00 PG 64-22 | \$ _____ |
| 3. CL2 Asphalt Leveling & Wedging | \$ _____ |
| 4. Other _____ | \$ _____ |

Authorized Signature

Printed Name

Title, if on behalf of an entity

Questions pertaining to this solicitation shall be in writing and emailed to info@callowayky.com

Evaluation Criteria

Pricing 40%

Experience/Response Time 20%

Available Product/Owned Equipment 20%

Past Performance 20%

*Additional information on experience, available product or equipment, past performance can be submitted in the form of attached letters, statements, endorsements and/or recommendations.

Additionally, instances of unresponsiveness or other negative experiences regarding performance of requested work shall be a significant factor in selection of subsequent requests.

Please review the below terms that will be incorporated into your bid to form a master agreement between the parties if your bid is accepted. Please sign below to indicate you accept all terms and wish to formally enter into this master agreement if your bid is accepted.

Disclaimer

There is the potential that federal funds could be used on orders under this master agreement contract. Therefore, FHWA 1273 requirements and Buy America requirement section 106.04 from the 2012 Standard Specifications for Road and Bridge Construction shall be required on this award/contract.

The General Conditions and Instructions for Solicitations and Contracts shall be incorporated by reference in each solicitation and resulting contract. Therefore, it is the bidder's responsibility to access and read these General Conditions at: <http://finance.ky.gov/services/policies> scroll down to Procurement Services- Procurement, double click on the file named FAP 110-10-00 General Conditions and Instructions for Solicitations and Contracts or request a copy by contacting the KYTC Division of Purchases buyer named in Section 3.01. Every person submitting a bid to the Commonwealth shall be deemed to have assented to these conditions by the act of bidding.

Section 1 - Scope of Work – Service

1.00 - Specifications of Service Requirements

A Vendor shall submit an in-place bid price for Calloway County in which they can supply paving per the terms and conditions of this Solicitation and the Standard Specifications. That bid price will be applicable to all locations within the geographical boundary of the county.

By bidding and accepting a Contract, Vendors agree to treat the Department as a preferred and priority customer. Failure to do so may be cause for Contract cancellation. When service is not provided according to the Contract, the Calloway County Road Department reserves the right to make the purchase on the open market, with any cost in excess of the Contract price to be paid by the successful bidder.

Except as provided herein, conform to all requirements of the Transportation Cabinet's Current Standard Specifications for Road and Bridge Construction. Section references herein are to the Cabinet's Current Standard Specifications for Road and Bridge Construction.

STANDARD DRAWINGS AND SPECIFICATION LINKS:

A link to the Manual on Uniform Traffic Control Devices can be found at:

<https://mutcd.fhwa.dot.gov/index.htm>

A link to the Standard Drawings can be found at: <https://transportation.ky.gov/Highway-Design/Pages/Standard-Drawings.aspx> A link to the Standard Specifications can be found at: <https://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

1.01 General Specifications

Pavement striping will be applied at the Calloway County Road Department's discretion per the existing field conditions prior to nightfall on the same day that the patch is placed. Striping cannot be required without a patching order unless through a mutual agreement between the user and Vendor. The price for striping will not be bid but will be established at \$0.56 per linear foot for 4" or 6" stripes with a guaranteed minimum striping quantity of 1,500 linear feet per delivery order.

Sections to be paved will be marked by the Calloway County Road Department, and a list of locations by milepoint with the tonnage and striping quantities will be furnished to the Contractor through the issuance of a written Transportation Delivery Order.

Contract Bid Items shall consist of: Asphalt Paving, Unit = Ton.

The minimum quantity for an Asphalt Pavement Delivery Order will be 500 tons. If the Road Department requests less than 500 tons, the Department will pay a premium rate of \$20 per ton in addition to the bid price for quantities between 100 tons and 300 tons, or \$10 per ton for quantities greater than 300 tons but less than 500 tons. Orders of 500 tons or greater will be paid at the unit bid price.

Although the haul bill within the project county shall be incidental, the Calloway County Road Department will attempt to geographically group the paving locations as to reasonably accomplish a 200-ton daily production.

Asphalt Tack Coat shall be incidental; however, material certification is required. The application rate shall in accordance to the current KYTC Standard Specification for Road and Bridge Construction and Supplemental Specifications.

Traffic Control shall be supplied by the Vendor according to the Manual on Uniform Traffic Control Devices, current edition, at no additional cost to the Department.

The Vendor will have 90 calendar days from the receipt of the Delivery Order to complete the paving. The Vendor shall notify Road Department personnel 48 hours prior to starting a given Delivery Order to allow for scheduling an on-site inspector.

1.02 Material and equipment specifications

Self-Propelled Asphalt Pavers shall meet all provisions of Subsection 403.02.07.

All materials provided under Contracts resulting from this Solicitation shall be from suppliers currently approved by the Division of Materials. The material provided in these Contracts shall be in strict conformity with Sections 109, 112, 401, 402, 403, 406, 409, 713, 804, 805, and 806. Mix shall contain only virgin materials. No asphalt milling shall be used in mix. Limestone aggregate only.

Permanent Pavement Striping shall be installed according to Section 713. The Contractor shall be responsible for the appropriate disposal of all paint containers, waste products, etc. The Contractor shall also be responsible for all necessary cleanup of any paint or other material which is spilled onto the pavement or elsewhere as a result of the operations.

1.03 Sampling and testing Basis of Acceptance

All mixture testing will be performed by the supplier's Superpave Plant Technologist (SPT) according to the appropriate specifications. Prior to mixture production, submit a Job-Mix Formula (JMF) to the District Materials Engineer (DME) for approval according to Kentucky Method 64-421. All types and classes of asphalt mixtures may be produced from a JMF approved for a current Department project providing the asphalt binder content is satisfactory to the DME. No mix design is required other than compliance with the gradation control points for Superpave mixtures according to AASHTO M323.

Acceptance of the asphalt mixture will be based on an asphalt binder content (AC) and gradation analysis for each type of mixture specified herein.

The frequency for mixture testing will be one AC and gradation determination for each type of mixture per 500 tons, on a cumulative basis, of material delivered via the subject Contract.

The Department will accept all asphalt mixtures produced and report results by using the Asphalt Mixtures Acceptance Workbook (AMAW).

Mixture Produced by the Vendor

The test report(s) displaying the actual AC and gradation will be retained by the Vendor and available for review by the Calloway County Road Department or Division of Purchases for a period of one year. Failure to provide a copy of a test report within 10 calendar days following the request shall result in Contract cancellation. The DME should be notified of any problems with the mixture or if any delivered mixture visually indicates a possibility of failing to satisfy the specifications.

Mixture Purchased From Another Asphalt Mixture Supplier

The results will be reported on the AMAW, and submitted in triplicate by the Vendor to the appropriate District TEBM for Project Delivery and Preservation. Afterward, one test will be performed per 500 tons delivered, on a cumulative basis.

1.04 Non-Compliance

The Department reserves the right to test the completed mixture or individual materials for the mixture prior to the final acceptance for payment. Materials or mixture found not in compliance with the requirements of this Contract may be rejected, removed and replaced at the Vendor's expense, or accepted at a reduction in the Contract price according to the pay adjustment schedule in Section 402.

1.05 Final Inspection

The Vendor shall notify the appropriate District TEBM for Project Delivery and Preservation upon the completion of a Delivery Order. District Project Delivery and Preservation personnel will conduct a final inspection for pavement placement, rideability, workmanship, and striping retroreflectivity.

1.06 Weighing Requirements

All weighing of materials shall be according to Section 109.

1.07 Asphalt Adjustment

The Department will compare the Kentucky Average Price Index (KAPI) for the month the contract is bid to the month that the vendor places the material to determine the percent change. When the average price of the liquid asphalt increases or decreases more than 5%, the Department will adjust the Contractor's compensation using a line item for "Asphalt Adjustment". The line item for "Asphalt Adjustment" will not be bid, but the unit price shall be set at \$1.00. The KAPI is calculated monthly using the average price, per ton at the terminal, from the active suppliers of liquid asphalt. Asphalt content will be calculated at 5.6% in all mixes on this contract. The Department will determine the price adjustment using the following formula:

Asphalt Adjustment Quantity = $(Q \times 5.6) / 100 \times (PC - PL)$

Where:

Q = Tons of material or mixture used

PL = KAPI for the month that the contract is bid PC = KAPI for the month of pick up or delivery

The adjustment schedule is as follows:

Month Let February 2021

1.08 Insurance Requirements

Vendor shall provide proper insurance coverage to indemnify the Fiscal Court of Calloway County and the Calloway County Road Department and to hold these entities harmless against all loss, expenses, or injury to person or property.

Evidence will be furnished to the Fiscal Court of Calloway County and the Calloway County Road Department each year that public liability (General Liability) insurance is carried on all equipment and their operators in the following amounts:

General Liability of at least \$1,000,000.00

Additionally, Vendor must maintain Kentucky worker's compensation insurance in accordance with the requirements of KRS 45A.480 and KRS Chapter 342 and provide proof as set forth above.

It shall be the successful bidder's responsibility to maintain this insurance coverage at all times and to notify the Fiscal Court of Calloway County and the Calloway County Road Department with any changes/additions/cancellations which may occur.

2.01 Contract Components and Order of Precedence

The Fiscal Court of Calloway County and the Calloway County Road Department's acceptance of the offer indicated by execution of this agreement shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions;

2.02 Initial Contract Period

The Master Agreement will begin after the bid has been formally accepted and will continue until either party wishes to terminate the relationship and gives written notice of such intention to the other.

2.03 Divisions/Agencies to Be Served

This contract shall be for use by the Fiscal Court of Calloway County and the Calloway County Road Department.

No shipments or services are authorized until an official notification has been delivered.

2.04 Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the Fiscal Court of Calloway County and the Calloway County Road Department are obligated only to buy on a non-exclusive basis that quantity which is needed by its agencies.

2.05 Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Fiscal Court of Calloway County and the Calloway County Road Department reserve the right to accept other bids.

2.06 Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

A. Price Increases: A price increase will not be allowed during the first year of the contract. Any price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Fiscal Court of Calloway County or the Calloway County Road Department may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice to the Fiscal Court of Calloway County and the Calloway County Road Department. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.

B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Fiscal Court of Calloway County and the Calloway County Road Department with notice of any price decreases as soon as such decreases are available.

2.07 Addition or Deletion of Items or Services

The Fiscal Court of Calloway County and the Calloway County Road Department reserve the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the Fiscal Court of Calloway County and the Calloway County Road Department will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

2.08 Changes and Modifications to the Contract

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the Fiscal Court of

Calloway County or the Calloway County Road Department. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the Fiscal Court of Calloway County and the Calloway County Road Department for consideration and decision.

2.09 Equipment

All equipment must be in good working order, less than 5 years old, and meet all safety requirements.

2.10 Basis of Shipment

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

2.11 Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing. After the execution of this agreement, if the bid is accepted, all programmatic communications are to be made to the Agency Contact Persons listed below.

Supervisor
Calloway County Road Department
Phone: 270-753-4846

Judge Executive
Calloway County
Phone: 270-753-2920

2.12 Deliveries

See Section 1.01 for Response Times.

2.13 Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Fiscal Court of Calloway County and the Calloway County Road Department prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Fiscal Court of Calloway County and the Calloway County Road Department shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

2.14 Invoices

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities
- f. Unit prices; and
- g. Extended totals.

2.15 Payments

A bill shall be paid within 60 working days of the receipt of correct invoice after a product or services has been delivered or performed in satisfactory condition.

2.16 Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Fiscal Court of Calloway County and the Calloway County Road Department shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the County and be cause for breach of contract.

2.17 Subcontracts

The vendor shall notify the Fiscal Court of Calloway County and the Calloway County Road Department of any planned use of subcontractors in regards to the resulting contract. If the Fiscal Court of Calloway County and the Calloway County Road Department are provided evidence of the vendor making such an arrangement without submitting the proper information prior to use of the subcontractor, the contract may be cancelled immediately, in the discretion of the Fiscal Court of Calloway County or its designee.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor's responsibility to make payment to any subcontractor used by vendor. Payments shall not be made to the subcontractor by the Fiscal Court of Calloway County or the Calloway County Road Department. Subcontractors having nonpayment issues that could not be resolved with the Vendor, should report in detail these incidents to the buyer of record for this solicitation.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants.

The vendor is responsible for supplying all subcontractors with a copy of any applicable prevailing wage rates and the terms and conditions of the solicitation.

2.18 Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the Fiscal Court of Calloway County and the Calloway County Road Department and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the County for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the Fiscal Court of Calloway County and/or the Calloway County Road Department. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the Fiscal Court of Calloway for mediation.

2.19 Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Fiscal Court of Calloway County and the Calloway County Road Department. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Fiscal Court of Calloway County and the Calloway County Road Department. Any purported assignment without this consent shall be null and void.

2.20 Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of either party, or for lack of appropriation. Notice of such termination, if by Vendor, shall be provided in writing to the agency at least forty-five (45) days prior to termination.

2.21 Endorsements

The Contractor shall not refer to the Master Agreement or acceptance of bid in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Fiscal Court of Calloway County or the Calloway County Road Department.

2.22 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://secure.kentucky.gov/sos/ftbr/welcome.aspx>

2.23 EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State and County government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

1. Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.
2. Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.
3. Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's Web page at the following address:
<http://finance.ky.gov/SERVICES/FORMS/Pages/default.aspx>
Scroll down to the section labeled procurement.
4. Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/subvendors and submitting the documentation to the agency. (Note: contracts below the second tier are exempt from EEO reporting.)
5. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.
6. Pursuant to KRS 45.610 (2), the agency reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.
7. All questions regarding EEO forms or contract compliance issues must be directed to Human Resources, Calloway County Judge Executive Office.

2.24 Discrimination

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor 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 contractor agrees to provide, upon request, needed reasonable accommodations. The contractor 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor'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 contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or

orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.25 Prevailing Wage (Shall apply to the resulting contract)

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

2.26 Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

2.27 Extension Period

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed 90 days. This extension must be accompanied by the written approval of the vendor and the Fiscal Court of Calloway County.

2.28 Extending Master Agreement to Other Agencies

The Fiscal Court of Calloway County and the Calloway County Road Department reserve the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product(s) or service(s).

2.29 Access to Records

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 contract 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 contract and shall be exempt from disclosure as provided in KRS 61.878(1) (c). 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.

2.30 Records Retention

The Fiscal Court of Calloway County and the Calloway County Road Department may inspect the place of business of the Vendor or any sub Vendor under the master Agreement contract awarded or to be

awarded by the Fiscal Court of Calloway County or the Calloway County Road Department. The Fiscal Court of Calloway County or the Calloway County Road Department may audit the books and records of any person who has submitted cost or pricing data at any time until three years from the date of final payment under the prime contract, and by any subcontractor for a period of three years from the date of final payment under the subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by any subcontractor for a period of three years from the date of final payment under the subcontract. The Fiscal Court of Calloway County and the Calloway County Road Department shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price type contract, provided, however, that this provision shall not limit the right to audit stated above. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract. The contractor shall place such the same audit requirement in any agreement it may have with a subcontractor under this contract.

The following person and/or entity acknowledges that they have read this agreement in preparation for their bid, agree to the terms provided in this document, and if the bid is accepted by the Fiscal Court of Calloway County, this document shall be accepted by the parties as the master agreement.

Entity or Individual Submitting Bid:

Authorized Signature

Date

By: _____
Printed Name and Entity Name, if applicable

Title, if applicable

Acknowledgment that Bid has been accepted by the Fiscal Court of Calloway County and the Calloway County Road Department, and formally entering into this Master Agreement:

Kenneth C. Imes,
Calloway County Judge-Executive

Date