



Utility Agreements

2009 Partnering Conference

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Why are we changing these?

- 💧 Contract writing is always changing with new legislation and procedures.
- 💧 The utility agreements had not been revised in over 10 years.
- 💧 The agreements were lacking many clauses that are now commonly included in contracts.
- 💧 Our internal processes have changed with time, the agreements did not reflect those changes.
- 💧 The revised contracts are expected to be easier to follow for our newer staff.



What has changed?

- ◆ Many clauses have been added:
 - ◆ Records Retention
 - ◆ Anti-Kickback Act
 - ◆ Indemnifications
 - ◆ OSHA Compliance
 - ◆ Worker's Compensation Insurance
 - ◆ Litigation direction
 - ◆ Prohibition of the Utilization of Illegal Immigrants
 - ◆ Right of Contract Cancellation



What has changed?

- ◆ New language pertinent to KYTC Staff
 - ◆ Clearer direction on Invoicing
 - ◆ Additional language relative to change order requirements
 - ◆ More direction given to the Company



What has changed?

💧 Formatting

- 💧 All items to be edited are bold and italicized for easy revisions.
- 💧 The Header explains the contract form used.
- 💧 The contract is broken into five primary sections:



Five Sections

Contract Premises: These items are simply project facts and have not changed significantly.

Scope of Contract: These items include the meat of the document, the description of facilities to be relocated, costs, cost shares, change order procedures, and some design constraints. The concept has not changed but the language is revised.

Responsibilities of the KYTC: This section includes strictly the payment procedures.

Additional Required Clauses: This section details typical clauses to KYTC contracts and some tailored to utility relocation work. This section is larger and more detailed than before.

Contract Execution: This section includes a final statement of acknowledgement of responsibilities and the signature page. The signature page has been reformatted to make signing in the right location easier.



What do we have today?: 8 agreements on CD

Lump Sum KRS 177.035

Lump Sum KRS 179.265

Keep Cost KRS 177.035

Keep Cost KRS 179.265

Engineering Services Agreement KRS 177.035

Engineering Services Agreement KRS 177.035

Keep Cost KRS 177.035 (Work by Cabinet's Highway Contractor) **NEW**

Keep Cost KRS 179.265 (Work by Cabinet's Highway Contractor) **NEW**



What will we have soon?

**Second Move Agreement
Easement Agreement**



- ⌘ Remember to use your Area Coordinator, they are charged with assisting you in your contract writing efforts.
- ⌘ When soliciting their feedback, please send them the draft agreement and the backup documentation.
- ⌘ They can truly act as a quality control checker for you.



⌘ I understand that sometimes none of our base contracts quite fits the bill. However, we ask that you keep revisions to a minimum.

⌘ If you have a particular agreement that you need, we'd be happy to try and create it for you so we all have the opportunity to use it in the future.

⌘ We would like to get any feedback you have. Send me your comments. Jennifer.McCleve@ky.gov