

**AGREEMENT BETWEEN KYTC AND OHIO COUNTY, PERFORM BITUMINOUS RESURFACING ON VARIOUS COUNTY ROADS (SEE BELOW). \$286,612 CB06 RURAL SECONDARY FUND.**

**AGREEMENT**

This Agreement, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid (hereinafter called the Department) and the Ohio County Fiscal Court (hereinafter called the County);

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to perform bituminous resurfacing with hot mix asphalt on Uncle Penn Lane (CR 1129) located from Mt Pleasant Road (MP 0.000) extending south to 1.300 miles south of Mt Pleasant Road (MP 1.300) for a distance of 1.300 miles AND on Sunnydale Road (CR 1067) located from KY 69 (MP 0.000) extending north to 2.300 miles north of KY 69 (MP 2.300) for a distance of 2.300 miles AND on Mine Fork Road (CR 1247) located from 0.595 mile south of KY 2670 (MP 0.476) extending north to KY 2670 (MP 1.071) for a distance of 0.595 mile, which shall hereinafter be referred to as the Project; and

WHEREAS, the County has expressed its desire to perform the work for the aforementioned Project and to be responsible for all phases of the Project;

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

1. The Department shall be responsible for providing Rural Secondary funding in an amount not to exceed \$286,612 for the abovementioned Project.

2. If 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 2 Chief**

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**District Engineer in Madisonville prior to the awarding of any contract for work or materials to be used on this Project.**

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 H-20 loading); and 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. 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 2 Office in Madisonville, KY. The County hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to bituminous surface being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. The minimum thickness of any bituminous surface applied shall be one inch.

4. 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 because of any injuries or damages received by any person, persons, or property resulting from construction of the Project.

5. The Department shall reimburse the County up to \$286,612 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.

6. The County agrees to be responsible for all cost above \$286,612 however, the County shall not be required to expend any more than \$286,612.

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7. The County shall maintain for a period of three (3) years all records of material, equipment, and labor costs involved in the performance of the work for the Project. These records may be subject to audit by the Transportation Cabinet. **In order to obtain reimbursement from the Department for the Project, the County shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.**

8. The County may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the Department; however, in no event is the County to submit billings for work performed for less than a thirty-day (30) period.

9. The Department reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the Project and also reserves the right to cease all work commenced under the terms of this agreement at any time.

10. The County will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.

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**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by its officers, thereunto duly authorized.

OHIO COUNTY FISCAL COURT

By \_\_\_\_\_ Date: \_\_\_\_\_  
COUNTY JUDGE/EXECUTIVE

DEPARTMENT OF RURAL AND MUNICIPAL AID

By \_\_\_\_\_ Date: \_\_\_\_\_  
COMMISSIONER

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

By \_\_\_\_\_ Date: \_\_\_\_\_  
SECRETARY

APPROVED AS TO FORM  
AND LEGALITY:

By \_\_\_\_\_ Date: \_\_\_\_\_  
OFFICE OF LEGAL SERVICES