

**AGREEMENT BETWEEN KYTC AND OHIO COUNTY, CONSTRUCT A BRIDGE AND APPROACHES ON NEW
BAYMUS ROAD (CR 1013) (C00137N) \$39,250 CB01 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 construct a bridge and approaches on New Baymus Road (CR 1013) located 1.886 miles west of KY 878 (MP 1.886) over Cane Run (C000137N), 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 the amount of eighty percent (80 %) of the actual project cost but in no case to exceed \$39,250 for the abovementioned Project. In no event shall the county not be responsible for twenty percent (20%) of the cost.

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 District Engineer in Madisonville, KY 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 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 of State Specifications. 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**. These requirements shall not be limited to, but shall specifically apply to, all 20 foot, and above, bridges, defined as inventoried structures.

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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 eighty percent (80%) of the actual cost but in no case to exceed \$39,250 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 over and above eighty percent (80%) of the actual cost.

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