

AGREEMENT BETWEEN KYTC AND OHIO COUNTY, CONSTRUCT A BRIDGE AND APPROACHES ON JOY PAYTON ROAD (CR 1093) \$80,000 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 Joy Payton Rd. (CR 1093) LOCATED 0.638 MILES NORTH OF MCGRADY CREEK RD (MP 0.638) over a rock bed, 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 and agrees to reimburse up to the amount of eighty percent (80%) of the actual Rural Secondary project cost but in no case to exceed \$80,000 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,**

AGREEMENT BETWEEN KYTC AND OHIO COUNTY, CONSTRUCT A BRIDGE AND APPROACHES ON JOY PAYTON ROAD (CR 1093) \$80,000 CB01 RURAL SECONDARY FUND

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.

4. To the extent permitted by law, 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 County agrees to be responsible for all cost associated with this project over and above eighty percent (80%) of the actual project cost. The County agrees to be responsible for all of the costs over and above \$80,000.

6. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this Project shall be available to reimburse the County for eligible work activities completed and costs incurred prior to expiration.

7. The County shall maintain for a period of three (3) years after the Rural Secondary

AGREEMENT BETWEEN KYTC AND OHIO COUNTY, CONSTRUCT A BRIDGE AND APPROACHES ON JOY PAYTON ROAD (CR 1093) \$80,000 CB01 RURAL SECONDARY FUND

Office issues a project close date, 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.

**AGREEMENT BETWEEN KYTC AND OHIO COUNTY, CONSTRUCT A BRIDGE AND APPROACHES ON JOY PAYTON
ROAD (CR 1093) \$80,000 CB01 RURAL SECONDARY FUND**

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