

**AGREEMENT BETWEEN KYTC AND LOUISVILLE – JEFFERSON COUNTY METRO GOVERNMENT, PERFORM BITUMINOUS RESURFACING ON NORTH ENGLISH STATION ROAD, \$116,007 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 Louisville – Jefferson County Metro Government (hereinafter called the Metro Government);

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to perform bituminous resurfacing with hot mix asphalt on North English Station Road (CR-1006C) starting from US 60 (MP 0.000) extending north to Aiken Road (MP 0.457) for a distance of 0.46 miles, which shall hereinafter be referred to as the Project; and

WHEREAS, the Metro Government 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 \$116,007 for the abovementioned Project.

2. If Project is performed by Contract, the Metro Government 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 Metro Government through the District 5 Chief District Engineer in Louisville, KY prior to the awarding of any contract for work or materials to be used on this Project.**

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3. The Metro Government 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 Metro Government 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 5 Office in Louisville, KY. The Metro Government 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. To the extent permitted by law the Metro Government 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 Metro Government up to \$116,007 for completion of work by the Metro Government under the obligations of this agreement, which shall represent the total obligation of the Department.

6. The Metro Government agrees to be responsible for all cost above \$116,007 however, the Metro Government shall not be required to expend any more than \$116,007.

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7. The Metro Government 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 Metro Government 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 Metro Government 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 Metro Government 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 Metro Government 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.

LOUISVILLE – JEFFERSON COUNTY METRO GOVERNMENT

By \_\_\_\_\_ Date: \_\_\_\_\_  
MAYOR

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