



**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Matthew G. Bevin
Governor

Greg Thomas
Secretary

July 31, 2019

The Honorable Gregory Fischer, Mayor
Louisville-Jefferson County Metro Government
527 West Jefferson Street
Louisville, KY 40202

Dear Mayor Fischer:

The Kentucky Transportation Cabinet has prepared the enclosed Supplemental Agreement No. 5 whereby the Cabinet will move \$100,000 from the right of way phase to the design phase of the Buechel Bank Road project, Item No. 5-8001. This transfer of funds will allow the completion of the design phase of the project. Please see the agreement for more details. The total funding authorized to date will remain the same and Louisville-Metro will be responsible for any ineligible costs or total costs in excess of \$1,507,000.

We request that you sign both copies of this supplemental agreement and a resolution as requested in Section 5. Please return the signed copies of the agreement and the resolution to Linda Inman, Kentucky Transportation Cabinet, Division of Program Management, 200 Mero Street, Frankfort, KY 40622. Upon receipt, we will execute the agreement and authorize funding for this project. One fully executed copy will be returned to Metro for your use and retention.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Thomas".

Greg Thomas
Secretary

GT:lpi

Enclosures (2)

c: Andy Barber, P.E., State Highway Engineer
Matt Bullock, P.E., Chief District Engineer, D-5
Tom Hall, P.E., LPA Coordinator, D-5



An Equal Opportunity Employer M/F/D

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
SUPPLEMENTAL AGREEMENT NO. 5**

WHEREAS, the Louisville-Jefferson County Metro Government (**Metro**) and the Department of Highways (**Department**) entered into an Agreement (C-00246293) on September 8, 2000 wherein the **Department** was to reimburse **Metro** up to \$90,000 in reimbursable state funding (SP) for the design phase to widen Buechel Bank Road from GE Appliance Park to the Buechel Bypass in Jefferson County, listed in the Kentucky Highway Plan as Item Number 5-8001.00 (**Project**);

WHEREAS, these same two parties entered into another Agreement on August 14, 2001 wherein the **Department** agreed to provide **Metro** with an additional \$185,000 in reimbursable state funding to continue the design phase of the **Project**;

WHEREAS, these same two parties entered into Supplemental Agreement No. 2 on January 9, 2012 (PO2-625-1200003470) wherein the **Department** agreed to provide **Metro** with an additional \$265,000 in state bond funding (SPB/JL03) to complete the design phase of the **Project**;

WHEREAS, these same two parties entered into Supplemental Agreement No. 3 on April 7, 2015 wherein the **Department** agreed to provide **Metro** with an additional \$967,000 in state funding (FD04) to begin the right of way phase of the **Project**;

LOUISVILLE-JEFFERSON COUNTY
METRO GOVERNMENT
BUECHEL BANK ROAD WIDENING
ITEM NO. 5-8001 & 5-8105
SUPPLEMENT NO. 5

WHEREAS, these same two parties entered into Supplemental Agreement No. 4 on September 14, 2016 (SC-625-1200003470) wherein the **Department** agreed to transfer \$75,000 from the right of way phase to the design phase of the **Project**;

WHEREAS, **Metro** desires to complete the design phase of the **Project** and has asked the **Department** to transfer \$100,000 in FD04 funding from the right of way phase to the design phase to complete the design phase of the **Project**;

WHEREAS, **Metro** shall be the lead agency and perform this **Project** to enhance safety and accessibility through the highway network, and is willing to assume oversight, coordination, and management responsibility for all necessary design, right-of-way, utility, construction, and maintenance phases of this **Project** in accordance with all applicable state requirements listed in the **Department's** Project Development Guide for Local Public Agencies and the **Department's** Project Development Checklist and Certification.

NOW, THEREFORE, **Metro** and the **Department**, acting on behalf of the Kentucky Transportation Cabinet, do hereby mutually agree to this Supplemental Agreement No. 4 as follows:

1. The **Department** agrees to transfer \$100,000 in reimbursable state funding (FD04) from the right of way phase to the design phase and make that \$100,000 available to **Metro** for completion of the design phase of the widening of Buechel Bank Road from GE Appliance Park to the Buechel Bypass in Jefferson County.
2. All valid expenses since September 8, 2000 are eligible for state reimbursement and will remain so until three (3) years from the date of execution of this Supplemental Agreement No. 5. The effective date of this Supplemental Agreement is the date of signature by the Secretary of the Transportation Cabinet. **Metro** agrees that any costs in excess of the total funding of \$1,507,000 or any expenses deemed ineligible will be the responsibility of **Metro**. Any additional funding

obligated for this **Project** shall be evidenced in writing by both parties with a Supplemental 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 **Metro** for eligible work activities completed and costs incurred prior to expiration.

3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the **Project** becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of **Project** expenditures may be denied, the **Project** may be cancelled, the timeline extended or the scope amended by the **Department** either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.
4. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
5. **Metro** will pass a resolution authorizing the Mayor to sign this Agreement on behalf of **Metro**. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that **Metro** agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds **Metro** agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Supplemental Agreement.

**LOUISVILLE-JEFFERSON COUNTY
METRO GOVERNMENT
BUECHEL BANK ROAD WIDENING
ITEM NO. 5-8001 & 5-8105
SUPPLEMENT NO. 5**

6. All other terms and conditions of the original agreement (C-00246293) executed on September 8, 2000, Supplemental Agreement No. 1 executed on August 14, 2001, Supplemental Agreement No. 2 executed on January 9, 2012 (PO2-625-1200003470), Supplemental Agreement No. 3 executed on April 7, 2015 and Supplemental Agreement No. 4 executed on September 14, 2016 shall remain the same and are incorporated herein.

LOUISVILLE-JEFFERSON COUNTY
METRO GOVERNMENT
BUECHEL BANK ROAD WIDENING
ITEM NO. 5-8001 & 5-8105
SUPPLEMENT NO. 5

IN TESTIMONY WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

LOUISVILLE-JEFFERSON COUNTY
METRO GOVERNMENT

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET


Gregory Fischer
Mayor

Greg Thomas
Secretary

Date: _____

Date: _____

APPROVED AS TO FORM & LEGALITY



Todd Shipp
Office of Legal Services
Date: 7/31/19

BUECHEL BANK ROAD WIDENING – K381
MOA SUPPLEMENTAL AGREEMENT 5

ATTACHMENT A

SCOPE OF WORK AND BUDGET SUMMARY

(Revised 07-25-2019)

A.1. Project Description

County Jefferson
Route Buechel Bank Road from Buechel Bypass to GE Entrance Road.
Item No. K381
Project Description The Project will widen and improve Buechel Bank Road from the Buechel Bypass to the GE Entrance Road. The proposed curb and gutter section will provide one driving lane in each direction and a center turning lane, and sidewalks. This will provide for smoother flow of traffic and an increased level of safety, and significant improvement to area drainage.

A.2. Project Information

Metro Project Manager - Michael Hudson, PE
KYTC Project Manager - Carl Jenkins, PE
Project Funding - SPP
Project Length - approximately one mile

A.3. Draft Purpose and Need

The purpose of the proposed MOA Supplemental Agreement 5 is to transfer \$100,000 from the Right of Way funding to Design funding.

A.4. Scope of Work

The additional design work to be performed per the proposed supplemental agreement includes the following:

1. Complete an environmental document for the project.
2. Utility Coordination for subject project..
3. Revise erosion control plans per MSD standards.
4. Additional Right of Way plan edits per property owner requests.

A.5. Budget:

The following table illustrates the distribution of previous funding and the proposed changes as a result of the proposed supplemental agreement. Changes in supplemental 5 are highlighted.

PROPOSED BUDGET REVISION SUPPLEMENTAL AGREEMENT 5 Buechel Bank Road Widening K381				
Design				
	Agreement	Total Grant	Metro Grant	KYTC Admin
2000	MOA	90,000	90,000	0
2001	Supplemental 1	185,000	185,000	0
2011	Supplemental 2	325,000	265,000	60,000
2014	Supplemental 4	60,000	60,000	
Proposed	Supplemental 5	100,000	100,000	0
Design Subtotals		760,000	700,000	60,000
Right of Way				
2015	Supplemental 3	1,074,444	967,000	107,444
2016	Supplemental 4	-60,000	-60,000	
Proposed	Supplemental 5	-100,000	-100,000	0
ROW Subtotals		914,444	807,000	107,444
Design + ROW				
Totals		1,674,444	1,507,000	167,444

A.6. Anticipated Schedule:

Design	2016
R/W Acquisition	2018
Utilities	2019
Construction	2020/2021

The RECIPIENT shall be responsible for all activities related to this PROJECT as lead agency. All design and construction work will be done in accordance with KYTC Standards and Specifications