

**AGREEMENT BETWEEN KYTC AND MARSHALL COUNTY, PERFORM BITUMINOUS RESURFACING ON BRIENSBURG-TATUMSVILLE ROAD (CR 1063) \$237,047 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 Marshall 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 Briensburg-Tatumsville Road (CR 1063) located from US 68 (MP 0.000), N. to KY 1422 (MP 3.000) for a distance of 3.000, 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 \$237,047 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 1 Chief District Engineer in Paducah, KY prior to the awarding of any contract for work or materials to be used on this Project.**

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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); ***approval from Bridge Preservation Branch of Division of Maintenance MUST BE OBTAINED before ANY additional load is added to any inventoried structure;*** 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 1 Office in Paducah, 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. In accordance with, Kentucky Revised Statutes (KRS) §179.380 and 603 Kentucky Administrative Regulation (KAR) §1:020, The County further agrees that placement of a culvert or road tile shall be required for any new entrance constructed that effects the drainage area surrounding any of the roads listed in the agreement. The manner as to the implementation of this requirement shall be at the discretion of the County as permitted by State or Federal law. 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 \$237,047 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.

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6. The County agrees to be responsible for all cost above \$237,047 however, the County shall not be required to expend any more than \$237,047.

7. 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.

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

9. 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.

10. 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.

11. 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.

MARSHALL COUNTY FISCAL COURT

By  \_\_\_\_\_  
COUNTY JUDGE/EXECUTIVE

Date: 9-6-18

DEPARTMENT OF RURAL AND MUNICIPAL AID

By \_\_\_\_\_  
COMMISSIONER

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

By \_\_\_\_\_  
SECRETARY

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

By \_\_\_\_\_  
OFFICE OF LEGAL SERVICES

Date: \_\_\_\_\_

R E S O L U T I O N

Fiscal Court of Marshall County

Resolution adopting and approving the execution of a Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby certify that all roads and streets referred to in said Agreement are county roads as defined in KRS 178.010(1)(b); and

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

The County Judge/Executive of the county is hereby authorized and directed to sign said Agreement as set forth on behalf of the Fiscal Court of Marshall County, and the County Clerk of Marshall County is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being as follows:

<u>AYES</u>	<u>NAYS</u>
Com. Gold	
Com. Bowlin	
Com. Cocke	

COMMONWEALTH OF KENTUCKY ) SS:  
MARSHALL COUNTY)

I, Tim York, County Clerk of  
Marshall County certify that the foregoing is a true copy of the  
Order above. Given under my hand and seal of office this the  
6<sup>th</sup> day of September, 2018.

SIGNED 

CLERK OF MARSHALL COUNTY

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
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**FRANKFURT, KY 40622**

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Total Postage & Fees	\$5.20
	\$6.70



Sent To

KYTC Rural + Municipal Aid  
 Street, Apt. No.,  
 or PO Box No. 800 Nero St. 6th floor  
 City, State, ZIP+4  
 Frankfort, KY 40602

PS Form 3800, August 2006 See Reverse for Instructions

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