

AGREEMENT BETWEEN  
THE COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS  
AND  
THE COUNTY OF KENTON, KENTUCKY

THIS AGREEMENT made and entered into by and between the COUNTY OF KENTON, KENTUCKY, hereinafter referred to as the County and the COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, hereinafter referred to as the Department.

WITNESSETH:

WHEREAS, KRS 177.043 and KRS 177.280 has authorized the Secretary of Transportation, in his discretion, to enter into contracts or Agreements with cities or municipalities for the regulations of traffic and the assignment of responsibilities in respect to maintenance and repairs to state maintained roads located within those cities and municipalities; and

WHEREAS, the Department is responsible for maintenance of roadways, slopes and drainage structures constructed by the Department, where they exist on roads, viaducts and bridges designated in the contract; and

WHEREAS, the County has agreed to perform the scope of work as itemized and estimated in Addendum C as determined where needed by the County representatives and Department Engineers on KY 1930 (Locust Pike) between mile point 1.20 and mile point 2.00.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

#### ARTICLE I - OBLIGATIONS OF THE DEPARTMENT

The Department shall:

(a) Reimburse the County a maximum of One Hundred Thirty Thousand Dollars (\$130,000.00) for the pavement repair, pipe replacements, and safeloading of existing structures on KY 1930 (Locust Pike) between MP 1.20 and MP 2.00. It is understood that the payment of the money mentioned above shall be paid on the basis of Lump Sum for all work. This reimbursement shall be funded from the attached project authorization hereinafter referred to as Addendum A. Invoices for work performed shall not be sent until all work is complete.

(b) In conjunction with the County, determine project limits and locations of roadway repair, pipe replacements and safeloading.

(c) Promptly review all invoices submitted by the County and make final inspections of all work completed by the County and/or its contractors and, upon acceptance of same by the Department, expedite the reimbursement of those monies to the County as outlined in Article I (a) above in accordance with KRS 45.454.

## ARTICLE II - OBLIGATIONS OF THE COUNTY

The County shall:

(a) Pass a resolution authorizing the Kenton County Judge Executive or some other designated official to sign this Agreement on behalf of the County. A copy of that resolution shall be attached to and made a part of this Agreement and hereinafter referred to as Addendum B.

(b) Let the project to contract, or construct the project with its own forces, and be totally responsible for construction supervision of the project and the maintenance of proper traffic controls for the safety of the traveling public during the project.

(c) Acquire any and all necessary rights of ways and/or utility readjustments required in the construction of the project.

(d) Upon completion of the project submit whatever documentation the Department requires to qualify for the reimbursement mentioned in Article I (a) above.

(e) Construct all items in accordance with the plans and specifications of the Department of Highways' 2020 Standard Specifications for Road and Bridge Construction and Standard Drawings.

## ARTICLE III - TERMINATION

This Agreement may be terminated by either party upon 30 days written notice, with the understanding that such termination shall not extinguish the duties of both parties to complete any work for which obligations were made or which was started before the notice of termination was given.

## ARTICLE IV - PERFORMANCE

Performance under this Agreement shall be completed on or before October 30, 2021.

## ARTICLE V - INDEMNIFICATION

The County Shall indemnify and save harmless the Department and all of its officers, agents, and employees for all suits, actions or claims of any person, persons or property resulting from the actions of the County or any of its agents in connections with their performance under this Agreement.

## ARTICLE VI – CLAUSES

**Cancellation:** Either party may cancel the contract for any reason with 30 days written notice to the other party.

**Funding Out Provision:** The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor 30 calendar days written notice of termination of the contract.

**Reduction in Contract Worker Hours:** The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

**Access to Records:** The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884 .

In addition, the PSC RFP template, PSC contract template and the PSC standard terms and conditions available in eMARS have been updated to include language regarding invoicing of PSCs pursuant to HB387 and a copy of the invoice form. Agencies using their own unique contract templates are directed to revise them to include this language and the invoice form.

ARTICLE VII - VALIDITY OF AGREEMENT

This Agreement hereby supersedes and makes null and void any previous Agreement entered into between the parties concerning the subject matter of the Agreement. Further, this instrument embodies the entire agreement between the parties and the terms herein may be supplemented or changed only by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS

KENTON COUNTY FISCAL COURT  
KENTON COUNTY, KENTUCKY

BY: \_\_\_\_\_  
Robert Yeager  
District 6 Executive Director

BY: \_\_\_\_\_  
Kris Knochelmann  
Kenton County Judge Executive

APPROVED, FORM AND LEGALITY

ATTEST:

BY: \_\_\_\_\_  
General Counsel

BY: \_\_\_\_\_