RESOLUTION No. 2014-081

Fiscal Court of Hardin 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 Hardin County, and the County Clerk of Hardin County is hereby authorized and directed to certify thereto.

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

AYES		NAYS
THOMPSON	WILLIAMS	
MORGAN	CLEM	
KING	WISEMAN	
JUDGE BERRY		
EASTER		
GOODMAN		

COMMONWEALTH OF KENTUCKY) SS:

HARDIN COUNTY)

I, Kenneth L. Tabb, County Clerk of Hardin County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 27th day of May, 2014.

SIGNED Kenneth L. Tabb

Kenneth L. Tabb

CLERK OF HARDIN COUNTY

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 Hardin 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 Mack Thomas Road (CR 1163)(C00057N) located 2.500 miles south of KY 567 (MP 2.500) over Middle Creek, 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 $80,700 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 4 Chief District Engineer in Elizabethtown prior to the awarding of any contract for work or materials to be used on this Project.**

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. 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 4 Office in Elizabethtown, 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. 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 $80,700 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.

6. The County agrees to be responsible for all cost above $80,700.

7. The County 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 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.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its officers, thereunto duly authorized.

HARDIN COUNTY FISCAL COURT

By _____ Date: May 27, 2014
Harry L. Berry
HARDIN COUNTY JUDGE/EXECUTIVE

DEPARTMENT OF RURAL AND MUNICIPAL AID

By _____ Date: 6/2/14
COMMISSIONER

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

By _____ Date: 6/2/14
SECRETARY

APPROVED AS TO FORM
AND LEGALITY:

By _____ Date: 5/29/14
OFFICE OF LEGAL SERVICES