

**US 60 Curb Construction Contract
Transportation Cabinet, Department of Highways
and the Lexington-Fayette Urban County Government**

**AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS
AND
THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT,
LEXINGTON-FAYETTE COUNTY, KENTUCKY**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2021, by and between the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, KENTUCKY, an urban county government pursuant to KRS Chapter 67A (hereinafter referred to as the “City”) and the COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS (hereinafter referred to as the “Department”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, KRS 177.043 has authorized the Department, by and through the Commissioner of Highways, in his discretion, to enter into contracts or agreements with cities or municipalities for the regulation 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 City and the Department entered into such a contract on October 12, 1972 which states in part that the Department is responsible for the maintenance of curbs where they exist on state roads, viaducts and bridges as designated in the contract; and

WHEREAS, the City has agreed to perform for the Department the needed work to install new curbs in the median of US 60 at the intersection of Versailles Road and Mason-Headley Road.

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

SECTION I. The Department shall:

(a) Reimburse the City a maximum of sixty-five thousand dollars and zero cents (\$65,000.00) for the construction of the curbs as required for that portion of the total project which is situated within its city limits. It is understood that the Department reserves the right to limit the amount of curb authorized for construction to improvements as shown on Exhibit A, and further reserves the right to limit the amount of curb construction and related restoration authorized depending on actual need and the availability of funds for this purpose.

(b) Promptly review all invoices submitted by the City and make final inspections of all work completed by the City and/or its contractors and, upon acceptance of same by the Department, pay such monies to the City upon receipt of an approved invoice as outlined in Section I (a) above in accordance with KRS 45.453.

SECTION II. The City shall:

(a) Pass any and all resolutions authorizing the Mayor or some other designated official to sign this Agreement on behalf of the City and declaring it to be a public project. A copy of that resolution shall be attached to and made a part of this Agreement.

(b) Let the project to contract or construct the project with its own forces, and be totally responsible for construction supervision of the project including maintenance of proper traffic control 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 1(a) above.

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

SECTION III. To the extent permitted by law, the City shall indemnify and save harmless the Department and all of its officers, agents and employees from all suits, actions or claims of any person, persons, or property resulting from the actions of the City or any of its agents in connection with their performance under this Agreement, excluding, however, such suits and claims which may arise from the negligence of the Department, its officers, agents or employees.

SECTION IV. The determination of which curbs shall be constructed under this Agreement shall be by agreement between the City and the Department.

SECTION V. This Agreement may be terminated by either party upon written notice 90 days prior to the date upon which the termination is to become effective, 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.

SECTION VI. Performance under this contract shall be completed on or before November 30, 2021. This Agreement supersedes and makes null and void any previous Agreement entered into between the parties concerning the subject matter of this Agreement.

SECTION VII. 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of

_____, _____.

Commonwealth of Kentucky
Transportation Cabinet
Department of Highways

Lexington-Fayette Urban County
Government

By: _____
Commissioner of Highways

by: _____
Mayor

Approved as to form and legality

ATTEST:

By: _____
Office of General Counsel

by: _____