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| **PROJECT NO.** | | | | | | | | | | **FEDERAL NUMBER** | | | | | | | | | | | | | | | **CEMETERY NAME** | | | | | | | | | | | | | | | | | | | | | | |
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| **SECTION 3: REINTERMENT** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | Pursuant to Official Order No. | | | | | | | | | | | | |  | | | | | | | | | | | it is necessary for the Cabinet to acquire certain rights of | | | | | | | | | | | | | | | | | | | | | |  |
|  | way in | | |  | | | | | | | | County, Kentucky for a highway improvement project designated and identified by the | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  | Cabinet as | | | | |  | | | | | | | | | County, Item No. | | | | | | | |  | | | | | | | | Project No. | | | | |  | | | | | | | | | | |  |
|  | Road Name | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | . |
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|  | Construction of said project necessitates relocation of an estimated | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | graves from the | | | | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | | Cemetery. KRS 45A.100 and 200 KAR 5:302 authorize the Cabinet | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  | to contract with a funeral director duly licensed under the provisions of KRS Chapter 316 for the removal and | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  | relocation of said graves. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
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| **REINTERMENT CEMETERY NAME** | | | | | | | | | | | | | | | | | | | | | **ROAD or STREET ADDRESS** | | | | | | | | | | | | | **CITY** | | | | | | | | | | **STATE** | | | |
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| **DIRECTIONS:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **SECTION 4: FUNERAL DIRECTOR CONSIDERATIONS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | **In consideration of the premises and the provisions hereinafter set forth, the Funeral Director agrees:**   1. To perform the services in a professional and skillful manner and to comply with all terms, provisions, and conditions of this agreement. 2. To remove and relocate said remains pursuant to all applicable laws and regulation, including but not limited to **KRS 381.765**, **600 KAR 3:020**, and **901 KAR 5:090**, as well as pursuant to the grave relocation procedures and regulations outlined in the Cabinet’s *Right of Way Guidance Manual*. 3. That in performing the services contracted for herein, they will not obligate the Kentucky Transportation Cabinet, nor subject them to any liability, cost or expense for any actions taken by the funeral director. 4. To maintain accurate files and at termination of the work, turn over these files to the Cabinet. All files shall be documented in accordance with the Cabinet and applicable Federal requirements. During the proposed work, all such files will be available at reasonable times for inspection by the Cabinet and by the Federal Highway Administration, if Federal funds are utilized on any phase of the project. All records relating to this contact are subject to audit by the Cabinet or its agent. 5. That upon request the funeral director’s personnel will be available to assist in responding to Federal or State inquiries and/or citations. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
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| **SECTION 5: PROVISIONS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **I. DISINTERMENT** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | 1. **Trenching** – Clearing and additional trenching will be required at the Disinterment Cemetery for the purpose of disclosing all possible graves. The funeral director agrees to provide the necessary reinterment containers and relocate any additional graves (should they be found), upon concurrence and authorization by the District Right of Way Supervisor. Payment for the reinterment containers and the relocation of additional graves will be based on the unit prices specified in the bid. 2. **Special Equipment for Disinterment of Graves** – mechanical equipment may be used to begin excavation in the disinterment cemetery to uncover grave shafts. The funeral director agrees that any mechanical equipment used in excavation shall have a smooth or “toothless” shovel (this will be at the funeral director’s expense). In addition, the funeral director agrees to obtain prior approval of the Grave Relocation Agent in the event he must use a bulldozer, air compressor, or jackhammer in the relocation of any graves covered under the terms of this agreement. Upon approval from the grave relocation agent, the funeral director may proceed to acquire these services for which they will be reimbursed the actual cost incurred when supported by receipted bills. 3. **Disinterment of Remains** – Mechanical equipment may be used according to Item 2 of the Disinterment Provisions to begin excavation in a disinterment cemetery, however, the removal of all remains shall be performed by hand digging. Excavations shall be to the necessary depth and dimensions (*minimum 6’deep x 3’wide x 4’ long*) in order to properly remove all remains. The remains removed for reinterment shall include all of the body, clothing, jewelry, personal effects, casket or coffin, soil discolored from decomposition, and any other material placed into the grave at the time of the original burial. **If no remains are found, the excavation will be carried to a depth determined by the District Right of Way Supervisor (*minimum 6’ deep x 3’ wide x 4’ long*). The District Right of Way Supervisor will have the final authority to determine whether a grave exists and what constitutes the remains.** 4. **Disinterment and Reinterment Records and Reports** 5. The funeral director shall prepare daily a list of the names *(when a name is available)* of each body, the location by plot number before disinterment, and the location by plot number after reinterment. It will include the depth of each body disinterred, depth of each body reinterred, and a brief description of the remains removed. Upon completion of work, these daily lists will be furnished to the grave relocation agent. 6. The Cabinet’s grave relocation agent shall prepare daily a Grave Data Sheet listing the names (*when a name is available*) of each body, the location by plot number before disinterment, and the location by plot number after reinterment. It will include the depth of each body disinterred, depth of each body reinterred, and a brief description of the remains removed. The Cabinet’s grave relocation agent shall also prepare a daily record of the grave relocation inclusive of all pertinent items discussed, questions asked, and answers given. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
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| **SECTION 5: PROVISIONS** *(cont.)* | | |
| **II. REINTERMENT** | | |
|  | 1. **Reinterment Site Preparations** – The funeral director shall be responsible for disinterment, removal, and transportation of all remains and monuments from the Disinterment Cemetery. The reinterment site preparations, including opening, closing, and restoring sites, will be handled by the Reinterment Cemetery staff. 2. **Reinterment Containers** – For each set of remains disinterred, the funeral director shall provide a reinterment container of sufficient size. In accordance with 901 KAR 5:090 all disinterred human remains intended for reburial, and all other contents of the grave, shall be enclosed in a container constructed of strong material and of sufficient size to hold the remains without altering their shape or size. If the human remains are not thoroughly decomposed, the container shall be sealed to prevent the escape of liquids or gas. The Contractor shall provide reinterment containers as outlined in the Grave Data Sheet. The Cabinet’s grave relocation agent shall approve the size of each container. Steel reinterment containers shall be constructed of a minimum of 12-gauge steel.   Each Box shall have affixed thereto a small rustproof plate on which shall be inscribed the name of the deceased (when known), the name of the cemetery from which the remains were removed, and the disinterment grave number to designate the remains contained therein.   1. **Transporting Remains** – The remains shall be removed from the grave and placed in the reinterment container, which shall be sealed with a cover and to which an identification plate shall be properly attached. The remains shall then be placed in a conveyance, covered, and transferred to the designated cemetery and reinterred in accordance with regular reinterment procedures. If it is necessary to hold the remains overnight, the remains shall be transported to a licensed funeral home for safekeeping. 2. **Reinterment** – Each remain disinterred shall be reinterred in the site identified on the Grave Data Sheets, attached to and made a part of this contract. Unless otherwise specified in the Special Provisions of this contract, the Cabinet will furnish reinterment gravesites at no cost to the funeral director.   Religious services shall be permitted at the time of reinterment if requested by the next of kin.   * 1. **Change in Reinterment Site** – If the next of kin elect to reinter remains in a location other than the designated reinterment site, such change must be requested in writing by the next of kin and approved in writing by the Cabinet.   2. **Reinterment Depths** – Reinterment graves will be excavated to depths required by the Cabinet for Human Resources and 901 KAR 5:090, Sections 1 and 3, as follows:  1. **Human Remains Not Thoroughly Decomposed** – Where the outer container for the body is made of concrete, metal, fiberglass, or other impervious material and it is hermetically sealed, all parts of the container shall be buried at least two (2) feet below the natural surface level of the ground. All other burial containers shall be at least three (3) feet below the natural surface level of the ground measured from all parts of the outer container.   Should impenetrable rock be encountered, the local health department may, upon proper application, grant a variance to the depth of burial requirements. When a depth waiver is secured from the local health department, excavation shall stop at the depth specified in the waiver.   1. **Human Remains Thoroughly Decomposed** – Human remains which are thoroughly decomposed need to be reburied only to such a depth so that no part of the container is less than two (2) feet below the natural surface level of the ground. |  |

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| **SECTION 5: PROVISIONS** *(cont.)* | | |
| **III. MONUMENTS** | | |
|  | 1. **Removal of Existing Monuments and Grave Markers –** The funeral director shall remove all monuments, headstones, footstones, gravestones, and grave markers (*including all ornaments of value*) from the existing cemetery and transport them to the proper graves in the reinterment cemetery. All such items shall be correctly marked to ensure their replacement over the correct grave. The Cabinet’s grave relocation agent shall determine those ornaments of value to be moved. Monuments to be moved are identified on the Grave Data Sheet.   The funeral Director shall take every precaution to protect such articles from damage during his operations and shall (*at his own expense*) either repair or replace, as determined by the Cabinet, any articles broken or damaged in the process of relocation.   1. **Monuments for Unmarked Disinterment Graves –** The reinterment cemetery or designated monument company will provide and set the state specified monuments for the unmarked graves at the reinterment site. 2. **Setting of Monuments –** The Reinterment Cemetery or designated monument company will set all monuments and grave markers removed from the Disinterment Cemetery at the reinterment site. |  |
| **IV. TECHNICAL** | | |
|  | 1. **State Supervision** – The Cabinet’s grave relocation agent shall be present during the disinterment, transfer, and reinterment of all remains, and during the removal, transfer, and reinstallation of all monuments, markers or gravestones. The grave relocation agent will inspect the work as it progresses in order to determine compliance with the terms of the contract. The presence of the grave relocation agent will in no way relieve the funeral director from his liabilities under this contract. 2. **Funeral Director’s Supervision** – The funeral director shall be present or be represented by a licensed funeral director during the disinterment and transfer of all remains. A foreman, superintendent or some other responsible representative of the funeral director shall be present during all other phases of work. 3. **Permits** – The funeral director shall have in their possession all necessary permits from federal, state, county, and municipal authorities prior to performance of any work on this contract. Disinterment and reinterment permits will be secured by the Cabinet and furnished to the funeral director at the time the work order is issued. 4. **Manner of Work** – All disinterment and reinterment work shall be accomplished in a respectful and becoming manner. During inclement weather, this work will be done under a tent or suitable enclosure. |  |
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| **SECTION 5: PROVISIONS** *(cont.)* | | |
| **V. GENERAL** | | |
|  | 1. **Scope of Work –** The funeral director agrees to remove all remains and all original burial items, gravestones, markers and monuments from the disinterment cemetery, and to transport all remains and all original burial items, gravestones, markers and monuments to the reinterment cemeteries. 2. **Funeral Director’s Responsibilities –** The funeral director shall be responsible for the entire work under this contract and for all tools, appliances, and property of every description used to disinter, transfer, and reinter all remains, and the removal and transfer of all gravestones, markers, and monuments. The funeral director shall specifically and distinctly assume all risks of damage or injury to persons or property resulting from any action or operation under this contract, or in connection with the work and shall protect and defend the Commonwealth of Kentucky and its officers and employees against all claims on account of injury or damage. 3. **Site Investigation –** The funeral director shall inspect the site as to the nature and location of work and general and local conditions, including but not limited to transportation, disposal, handling, and storage of materials; availability of labor, water, electric power and roads; uncertainty of weather, ground conditions, and the character of equipment and facilities needed prior to and during execution of the work. The funeral director further acknowledges satisfaction as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from any information presented in the specification provided herein.   Any failure by the funeral director to inspect the site shall not relieve him from responsibility of properly estimating the difficulty or cost of successfully performing the work. The Cabinet assumes no responsibility for any conclusions drawn or interpretations made by the funeral director on the basis of information made available by the Cabinet, nor does the Cabinet assume responsibility for any representations made by its officers or agents unless: (1) Such representations are expressly stated in this agreement; and (2) The contract expressly provides that the responsibility is assumed by the Cabinet. All other representations or explanations shall be considered to have been only for the information of the funeral director.   1. **Plats-** The cabinet will provide the funeral director with plats of the disinterment and reinterment sites. The funeral director shall provide a corrected disinterment plat for reach cemetery upon completion of the project. 2. **Subcontractors –** The funeral director shall have prior written of the Director, Division of Right of Way and Utilities, to subcontract any work pursuant to this contract. The funeral director agrees that all subcontractors are required to comply with the terms of this agreement, and that nothing in this agreement shall create a contractual relationship between any subcontractors and the Cabinet. 3. **Materials –** The funeral director agrees to furnish all plants, materials, equipment, supplies, labor and transportation, and preform all work necessary for completion in strict accordance with specification contained herein, and all applicable regulation.   The funeral director agrees that all materials supplied comply with required specifications. If requested, the funeral director shall provide the Cabinet with a sample of each for approval prior to its use. |  |
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