

ATTACHMENT A
to the GRANT AWARD AGREEMENT between LFUCG and
Tanbark Association of Neighborhoods, Inc. (TAN)



- GRANT PROGRAM** FY2017 Stormwater Quality Projects Incentive Grant Program
Class A (Neighborhood) Projects
- Funded through the LFUCG Water Quality Management Fee
 - Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Tanbark Association of Neighbors, Inc. (TAN) *TAWATS*
4137 Heartwood Road
Lexington, KY 40515
KY Organization #: 0219895

Organization President: Tim Watts
859-619-5400

Primary Project Contact: Tim Watts
859-619-5400
timwatts25@hotmail.com

**Secondary Project Contact
And Project Manager** Jonathan Rehner
859-278-5412 (phone)
jrehner@hkbell.com (email)

Project Site Location: 1121, 1124, 1125 Buttonwood Court; 3913, 3917, 3921, 3925, 3929,
3933, 3937, 3941, 3945, 3949, 3953, 3957, 3961, 3965 Crosby
Drive; 4169, 4173, 4177, 4181, 4185, 4189, 4193 Heartwood Road;
1180 Tanbark Road

Property Owners: (see Table 3)

Design Engineering Firm: Bell Engineering
2480 Fortune Drive
Lexington, KY 40509
859-278-5412 (phone)
Jonathan Rehner
jrehner@hkbell.com (email)

Contractor: To Be Determined

PROJECT PLAN ELEMENTS

All improvements shall be located on the properties listed in Table 3, Lexington. No other property or Right-of-Way shall be disturbed without the written permission from the property owners and/or LFUCG.

The objective of this project is to improve water quality by remediating issues of erosion and ponding from stormwater runoff in an existing swale located west of Crosby Drive, between Hartland Parkway and Tanbark Road.

I) ELEMENTS:

- A. Re-establish existing Drainage Swale – Regrade existing drainage swale through the use of bank stabilization and vegetation to establish a constant slope.
- B. Underdrain – Excavate a trench at the center of the swale and install a flexible corrugated perforated plastic pipe for an underdrain. NO. 57 stone will be placed to bed the pipe followed by 6" of sand. Permeable soil will be used to finish the grading.

C. Erosion Control Mat – placed along the full length of the new swale. In addition, perennial plants best suited for each area of the bioswale (i.e., sunlight, slope, moisture, etc.) will be selected and planted from LFUCG approved plant list.

D. Education – Provide education to citizens on the many methods that can be used to stabilize swales through meetings, mail, flyers, door-to-door communications, and a scheduled seminar.

The stream of interest is a Tributary of West Hickman Creek. All improvements shall be located on the private properties listed in this Attachment A.

2) DESIGN:

No grant-funded activities shall occur until the LFUCG Grant Manager gives notice-to-proceed, in writing, for the start of the design phase of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding and construction.

Design shall also account for the following stipulations:

- Submittal for stream permits (401/404) shall be completed as early as possible in the design process to inform the Design Engineer on alternatives that can be permitted without triggering state or federal mitigation requirements (If required).
- The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:
 - i) Prior to the start of design
 - ii) At the completion of approximately 50% design
 - iii) At the 95% completion of the design documents.

The Design Engineer shall provide a copy of the preliminary plans (working drawings), calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

- All existing utilities shall be located and shown on the design plans.
- All existing easements, adjacent property lines, and Rights-of-Way shall be shown on the design plans. If any work is proposed to occur within any easement (i.e. utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements for the authorized agencies prior to the start of construction.

- Any work proposed within or on public right-of-way, easement, or LFUCG owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Environmental Policy (street trees), Tim Queary – tqueary@lexingtonky.gov

Engineering (right-of-way), Dan Kiser – dkiser2@lexingtonky.gov

Sanitary Sewers, Rod Chervus – rchervus@lexingtonky.gov

Stormwater, Greg Lubbeck – glubbeck@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

3) **CONSTRUCTION:**

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- **No construction shall occur until written approval from all effected property owners is provided to the LFUCG Grant Manager.**
- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be located, contacted, and coordinated with prior to any work being performed.
- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this inspection and given 3 business days notice.
- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- Once construction is complete, a final walk-thru inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given 5 business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given 5 business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities for Class A Incentive Grant Projects* included as Attachment B of the Grant Award Agreement within 21 calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

- 1) At the completion of the Design Phase, the Organization shall provide the LFUCG Grant Manager 3 hard copies and one digital copy each of the following five deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):
 - Set of all final design calculations.
 - Set of final construction plans, including erosion and sediment control plans, grading plans, etc.
 - Set of final specifications and bidding documents (if applicable).
 - Final detailed engineer's construction cost estimate including quantities.
 - All local, state or federal required permits, approvals, public or private encroachment agreements etc. received to date for the project.

- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCCG's Stormwater Manual.
- 2) The Organization shall allow LFUCCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCCG ten (10) calendar days for review per submittal. LFUCCG may choose to have a third party engineering consultant assist LFUCCG in review of these submittals.
- 3) **The design phase shall end when the LFUCCG Grant Manager provides written acceptance of the design submittals.**
- 4) If the project is to be competitively bid, the selected contractor's unit price contract/bid list shall be provided to the LFUCCG Grant Manager prior to the start of construction.
- 5) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCCG Grant Manager prior to the start of construction, along with a justification for any derivations from the engineer's construction cost estimate.
- 6) The Organization shall submit copies of all required local, state or federal permits, approvals, public or private encroachment agreements etc. to the LFUCCG Grant Manager prior to the start of construction.
- 7) Copies of written approval/agreement shall be provided to the LFUCCG Grant Manager prior to proceeding with construction.
- 8) **The construction phase shall begin only after the LFUCCG Grant Manager gives notice-to-proceed, in writing, for the start of the construction phase of the project.**
- 9) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCCG Grant Manager shall be notified within 2 business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. Note that per the Grant Award Agreement all over-runs that result in the project costs exceeding the Grant amount are the responsibility of the Organization.
- 10) After construction is completed, the Project Final Report shall include copies of the following:
 - Summary of final construction costs and quantities.
 - Copies of all federal, state, and local permits obtained for the project (if not previously provided).
 - 3 copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent.
 - Copies of final inspection minutes, punchlists, etc.
 - Photo documentation of site conditions and improvements before, during, and after construction.
 - *Signed Agreement to Maintain Stormwater Facilities Funded by an LFUCCG Stormwater Quality Projects Class A Incentive Grant* (Note: This form will be completed after construction is completed and final costs determined.).
- 11) LFUCCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

EDUCATIONAL OPPORTUNITIES

Education: The organization will educate citizens on the many methods that can be used to stabilize swales to improve water through natural vegetation. Educational mediums include meetings, mail, flyers, door-to-door communications, and a scheduled seminar.

PERMANENT FACILITIES/INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities for Class A Incentive Grant Projects* included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, b) enter into the Agreement with LFUCG for responsibility to ensure maintenance, and enter into a second private agreement with the property owners to perform the future maintenance, or c) create a plat with a Conservation Easement detailing maintenance responsibilities.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of LFUCG's annual reporting requirement of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 permit.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1. PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date (s)
Approval of GAA and Notice to Proceed (NTP)	January 2017
Neighborhood Association (TAN) Meetings to plan project	Within 1 month of NTP (followed by monthly meetings)
Advertise cleaning even and coordinate volunteers	2 months prior to event
Purchase plants, mulch, and event related items	1 week prior to event
Hold Cleaning / Planting Event	April – May 2017
Construction	To occur during the Cleaning / Planting Event
Advertise Educational Seminar	May 2017
Hold Educational Seminar	June 2017
Provide Project Final Report to LFUCG	30 days after project completion

ADDITIONAL GRANT STIPULATIONS

- Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the applicant.
- Trees shall not be planted within 10 feet of an existing utility. Encroachment agreements shall be obtained when working within any private utility areas.
- The project shall not proceed with field work until written approval to proceed is obtained from the Grant Administrator or Director or Water Quality, because of the potential for conflict with potential future LFUCG Projects.
- Organization proposes a **larger cost share beyond that required by the grant program**. Budget shall reflect the 20.1% cost share offered in the application (Approximately \$7,967.75).

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2. lists the Eligible Expenses for the design and construction phases of this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

Any work performed on this project prior to grant award by Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The construction estimate will be revised as part of the design process. The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.

TABLE 2. PROJECT BUDGET

Project: Tanbark Association of Neighbors Stormwater Swale Remediations									
Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense		
1 Project Element: Grant Management									
Professional Service Fees	Bell Engineering	Planning, Design, Construction, Administration	\$ 3,200.00 LS	1	\$ 3,200.00	\$ -	\$ 3,200.00		
Professional Service Fees	Bell Engineering	Planning, Design, Construction, Administration	\$ 2,300.00 LS	1	\$ -	\$ 2,300.00	\$ 2,300.00		
4 Project Element: Stream Cleaning and Tree Planting									
Volunteer Hours	TAN Board	Volunteer Hours for organization and advertising event	\$ 7.25 per hour	20	\$ 145.00	\$ -	\$ 145.00		
Materials	Nursery	Perennial Plant	\$ 2.00 per plug	6000	\$ -	\$ 12,000.00	\$ 12,000.00		
Materials	Utilities Co.	Pull Box Installation and Conduit	\$ 300.00 ea	1,33333	\$ 400.00	\$ -	\$ 400.00		
Materials	Utilities Co.	Pull Box Installation and Conduit	\$ 300.00 ea	4,66666	\$ -	\$ 1,400.00	\$ 1,400.00		
Materials	Contractor	Excavation, installation of subsurface drain	\$ 11.00 per foot	750	\$ -	\$ 8,250.00	\$ 8,250.00		
Materials	Contractor	Erosion Control Blanket	\$ 1.25 per Sq. Yd	800	\$ -	\$ 1,000.00	\$ 1,000.00		
Materials	Contractor	Mulch	\$ 30.00 Cubic Yard	40	\$ 1,200.00	\$ -	\$ 1,200.00		
Utilities	TAN Board	Utilities Relocation	\$ 6,000.00 LS	1	\$ -	\$ 6,000.00	\$ 6,000.00		
Materials	TAN Volunteers	Permanent Signage to educate the residents	\$ 700.00 LS	1	\$ -	\$ 700.00	\$ 700.00		
Volunteer Hours	TAN Volunteers	Volunteer Hours for stream cleaning event (assume 25 people for 5 hours each)	\$ 7.25 per hour	125	\$ 906.25	\$ -	\$ 906.25		
Volunteer Hours	TAN Volunteers	Volunteer Hours for planting bioswale event, removing shrubs and bushes (assume 200 people for 7.25 hours each)	\$ 7.25 per hour	200	\$ 1,450.00	\$ -	\$ 1,450.00		
16 Project Element: Educational Seminar									
Volunteer Hours	TAN Board	Volunteer Hours for organization and advertising event	\$ 7.25 per hour	30	\$ 217.50	\$ -	\$ 217.50		
Supplies	TAN Board	Advertising for event: 150 single page flyers - black & white	\$ 0.10 per hour	140	\$ 14.00	\$ -	\$ 14.00		
Volunteer Hours	TAN Volunteers	Volunteer Hours for participation in seminar (assume 30 people for 2 hours)	\$ 7.25 per hour	60	\$ 435.00	\$ -	\$ 435.00		
TOTAL PROJECT BUDGET:					\$ 7,967.75	\$ 31,650.00	\$ 39,617.75		
					COST SHARE % = 20.13% OK				
					MUST BE > 20%				

* Note: Organization share must be 20% of total project costs.

Tanbark (Water Quality Grant)				Preliminary
First Name	Last Name	House #	Street	Approval/Agreement
1	Chris & Tammy	1180	Tanbark Road	Signed
2	Oscar	1121	Buttunwood Ct.	Signed
3	Mark & Cindy	1124	Buttunwood Ct.	Signed
4	David & Ginny	1125	Buttunwood Ct.	Signed
5	Rick & Marsha	3913	Crosby Drive	Signed
6	New Owner not on PVA	3917	Crosby Drive	Vacant-Just Sold
7	Ron & Paula	3921	Crosby Drive	Signed
8	Marcus	3925	Crosby Drive	Signed
9	Lew & Vinvian	3929	Crosby Drive	Signed
10	Steven & Tracy	3933	Crosby Drive	Signed
11	Dennis & Erma	3937	Crosby Drive	Signed
12	Jerry & Freda	3941	Crosby Drive	Signed
13	Dan & Annj Leta	3945	Crosby Drive	Signed
				Renter is away, but defers to the owner to sign. TAN is locating the
14	Leslie	3949	Crosby Drive	LLC Property owner
15	Joseph	3953	Crosby Drive	Signed
16	Phyllis	3957	Crosby Drive	Signed
17	Joseph & Tanva	3961	Crosby Drive	Signed
18	Andrew & Christine	3965	Crosby Drive	Signed
19	Joe & Ann	4169	Heartwood	Signed
20	Robert & Donna	4169	Heartwood	Signed
21	Naser & Aya	4173	Heartwood	Signed
22	Glenn & Lisa	4177	Heartwood	Signed
23	Alex & Zoya	4181	Heartwood	Signed
24	Bill & Melinda	4185	Heartwood	Signed
25	Mel & Vickie	4189	Heartwood	Signed
		4193	Heartwood	Signed

Figure 1. Tanbark Association of Neighbors - Map of Affected Parcels



Figure 2. Project Area – Tanbark Association of Neighbors Stormwater Swale Remediation

