

**FIRST AMENDMENT TO AGREEMENT**

This First Amendment to Agreement is made and entered into on this 12 day of February 2025, by and between Lexington Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS 67A (hereinafter “LFUCG”), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and the Transit Authority of Lexington-Fayette Urban County Government, Kentucky, (hereinafter “LEXTRAN”), whose mailing address is 200 West. Loudon, Lexington, Kentucky 40508.

**W I T N E S S E T H**

**WHEREAS**, LEXTRAN submitted an application requesting federal funding under the Transportation Alternatives Program (TAP) to the Kentucky Transportation Cabinet (hereinafter “the CABINET”) for Town Branch Commons: Complete Street, Environmental Streetscape, Transit Plaza, herein identified as Town Branch Commons Zone 2 (hereinafter the “Project”); and

**WHEREAS**, the Project was previously approved for federal funding in the amount of \$2,730,214 by the Kentucky Transportation Cabinet under the Transportation Alternatives Program (Catalog of Federal Domestic Assistance Number 20.205), for use in Fayette County for design and construction of the Project; and

WHEREAS, the Project was approved for additional federal funding, bringing the total amount of federal funding by the Kentucky Transportation Cabinet to \$3,230,214;

WHEREAS, it is necessary to amend the Agreement dated June 23, 2016 between LFUCG and LEXTRAN to account for the additional funds provided by KYTC;

**WHEREAS**, LEXTRAN continues to agree that LFUCG will serve in the role of Recipient of the herein described federal funds and be responsible to the CABINET for compliance with all federal, state, and local regulations that govern Project implementation; and

**WHEREAS**, LFUCG and LEXTRAN continue to agree to collaborate in the implementation of the Project outlined in Appendix A; and

**WHEREAS**, the parties are in general agreement about the responsibilities and obligations of each party in connection with the Project and wish to memorialize their understanding into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to Project requirements, the parties hereto agree to amend the Agreement dated June 23, 2025, between LFUCG and KYTC in its entirety as follows:

## **ARTICLE I**

### General Terms:

1. LFUCG and LEXTRAN agree to be responsible for completion of Scope of Work made a part of this Agreement by reference and in the attached Appendix B, in accordance with the application for federal funds as approved by the CABINET and with the terms and conditions of this Agreement, and all applicable regulations or directives issued by the CABINET and/or the Federal Highway Administration.
2. The term of this Agreement shall be for a period beginning immediately after it is fully executed by both parties and after execution of the contract between the CABINET and LFUCG and continuing until the Project has been completed and all federal requirements have been fulfilled.

The total amount of federal grant funds available for distribution on the Project is \$3,230,214, which will be divided between LFUCG and LEXTRAN as outlined in Appendix C.

3. The responsibility for implementation of the Project including all recordkeeping for grant compliance and accounting shall be the responsibility of the LFUCG.
4. The parties agree that neither is an agent, servant, or employee of the other. Each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
5. The parties agree that LFUCG may terminate this Agreement if funds are not appropriated to the LFUCG by the CABINET 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 Agreement. Upon notice of termination by the CABINET, LFUCG will provide immediate written notice to LEXTRAN. This Agreement is contingent upon the continued availability of appropriated federal funding. If the funding appropriated for any Phase of the Project becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in federal funding, further reimbursement of Project expenditures may be denied, the project may be cancelled, the timeline extended or the scope amended by LFUCG in response to amendments by the CABINET, either in whole or in part without

penalty. Denial of further reimbursement, Project cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the LFUCG nor may such denial, cancellation, extension or amendment give rise to any claim against the LFUCG.

## ARTICLE II

### Obligations of LFUCG:

1. Be the lead agency for all aspects of the Project and ensure compliance with all federal, state, and local laws and regulations that are applicable to the Project.
2. Submit appropriate invoices for reimbursement from the CABINET in accordance with applicable federal and state legislation and regulations, on behalf of LEXTRAN and LFUCG.
3. Reimburse LEXTRAN on a monthly basis in response to submission of timely and complete invoices. Maximum federal amount to be reimbursed is \$523,430.23.
4. Provide technical assistance as needed to LEXTRAN for purposes of compliance with federal and state regulations, and to monitor LEXTRAN for compliance with the terms of this Agreement.

## ARTICLE III

### Obligation of LEXTRAN:

1. Complete all requirements necessary as the applicant for Transportation Alternatives Program funding.
2. Submit invoices to LFUCG on a monthly basis for reimbursement. Invoices shall include evidence of work completed, copies of invoices for which reimbursement is requested, evidence of compliance with Buy America, DBE, federal prevailing wage requirements, and documentation of matching funds. LEXTRAN agrees to provide matching funds in the amount of \$130,857.56.
3. LEXTRAN shall carry out this project in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), and 23 Code of Federal Regulations (CFR). LEXTRAN shall outline, undertake, and complete the work in accordance with the terms and conditions of this Agreement consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 (Attached to Agreement as Exhibit C), the Interim Federal-Aid Project Development Guide for Local Public Agencies, and any future revisions of these documents.
4. LEXTRAN shall comply with the National Environmental Policy Act (NEPA), Section 4(f) of 49 United States Code (USC) 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, the Endangered Species Act, and any other applicable environmental laws and regulations, addressing the social and environmental effects of the proposed Project. LEXTRAN shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by LEXTRAN pursuant thereto. Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, age, and income in all programs or activities of any recipient of federal assistance.

5. LEXTRAN agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. The ADA prohibits discrimination against otherwise qualified individuals under a program or activity receiving federal financial assistance covered by this AGREEMENT, and imposes requirements that affect the design, construction, and maintenance of all transportation projects to provide access to all facilities.
6. LEXTRAN shall comply with the Federal Buy America construction contracts requirements, as spelled out in 23 CFR 635 Subpart D. LEXTRAN shall submit documentation of compliance with the Federal Buy America requirements when submitting invoices for reimbursement.
7. LEXTRAN agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses. An applicant DBE firm must be given consideration for participation in the project and a DBE goal shall be set by the CABINET for work on the Project. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. LEXTRAN agrees to submit documentation to the LFUCG of actual DBE participation when submitting invoices for reimbursement.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the LFUCG or the CABINET deem appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between LEXTRAN and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within then (10) working days from receipt of each payment RECIPIENT makes to the contractor. LEXTRAN shall prohibit the contractor from withholding retainage on any subcontract on this Project to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

8. LEXTRAN shall follow all Federal and State design and construction criteria for the type of work to be performed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the Institute of Transportation Engineers' (ITE) Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the CABINET's Standard Specifications for Road and Bridge Construction, edition 2008 as revised, and

as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET's List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

9. LEXTRAN shall be responsible for all project design activities, which may be completed either by the LEXTRAN'S staff or by a consultant. If LEXTRAN selects to perform the work through a consultant, LEXTRAN, with the oversight and approval of the LFUCG, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the Project in compliance with the Federal requirements set forth in the Brooks Act, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the Project.
10. Upon approval of design by CABINET and LFUCG, LEXTRAN shall be responsible for all Project construction activities, which may be completed either by LEXTRAN's staff or by a contractor. If LEXTRAN intends to use contractor services, LEXTRAN shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the Project, with the concurrence of LFUCG and the CABINET, in accordance with the federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the Project.
11. LEXTRAN shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. LEXTRAN shall thoroughly review all bids and obtain concurrence from the LFUCG and the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this Project. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from re-advertising the Project, a comparison of bids against other recent bids for the same item or service, the urgency of the Project, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the LFUCG, CABINET, or FHWA. Specific Federal

requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

12. LEXTRAN shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. LEXTRAN must receive prior written approval from the LFUCG and the CABINET for all change orders, but such approval shall not increase the funding obligated to LEXTRAN under this Agreement.
13. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the recipient of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between LEXTRAN and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.
14. During the construction of the Project, LEXTRAN shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). LEXTRAN shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.
15. LEXTRAN shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." LEXTRAN shall refer to the Copeland Act for the requirements under this provision.
16. In connection with the execution of this Agreement, LEXTRAN shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. LEXTRAN shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this Agreement. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, LEXTRAN agrees as follows:
  - a. LEXTRAN will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex,

sexual orientation, gender identity, or age. LEXTRAN further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. LEXTRAN agrees to provide, upon request, needed reasonable accommodations. LEXTRAN will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. LEXTRAN agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. LEXTRAN will, in all solicitations or advertisements for work placed by or on behalf of LEXTRAN; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- c. LEXTRAN will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of LEXTRAN's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. LEXTRAN will take such action with respect to any contract, subcontract or purchase order as the CABINET or Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. LEXTRAN will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. LEXTRAN will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the PROJECT books, records and accounts by LFUCG, the CABINET, or Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of LEXTRAN's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and LEXTRAN may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g. LEXTRAN will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, subcontract or purchase order unless



exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No.11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, consultant or vendor. LEXTRAN will take such action with respect to any contract, subcontract or purchase order as LFUCG, the CABINET, or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event LEXTRAN becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by LFUCG, the CABINET or Federal Highway Administration, LEXTRAN may request the United States to enter into such litigation to protect the interests of the United States.

17. No member, officer, or employee of LEXTRAN during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. LEXTRAN shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of LEXTRAN shall collude or lobby on behalf of this Project without penalty, including but not limited to suspension or debarment
18. LEXTRAN warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the LFUCG shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
19. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.
20. LEXTRAN agrees to maintain the facilities in an acceptable condition and for a public purpose in an acceptable condition. In the event that the property is not maintained as a public facility LEXTRAN shall reimburse the LFUCG for all proceeds provided for in this Project including any applicable interest, unless such change in use is approved in writing by the LFUCG, the CABINET, and FHWA, if applicable.
21. LEXTRAN agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this Agreement and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.
22. LEXTRAN, contractor and any subcontractors shall permit the LFUCG, the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the Project and all relevant Project data and records, including any audit(s) of LEXTRAN pertaining to the Project.

23. LEXTRAN hereby acknowledges its duty to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. LEXTRAN shall follow 2 CFR 200. In Accordance with 2 CFR 200 Subpart F, If LEXTRAN has expended more than \$750,000 in Federal funding from all sources in its fiscal year, LEXTRAN shall provide the LFUCG copies of its 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.
24. LEXTRAN hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the LFUCG, 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 of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the Agreement shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service
25. LEXTRAN shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
26. Pursuant to KRS 45A.485, LEXTRAN shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.
27. LEXTRAN shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this Agreement. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this Agreement shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.
28. LEXTRAN shall retain all records pertinent to expenditures incurred under this Agreement, for a period of (3) three years after the termination of all activities funded under this Agreement. Provide officials of LFUCG, the U.S. Department of Transportation, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts and the Legislative Research Commission, or any of their authorized representatives, access

to any books, documents, papers, or other records which are pertinent to funds expended under the terms of the Agreement, for purpose of financial audit or program review. The right of access shall be for the period in which records are retained. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later. Furthermore, all books, documents, papers, records or other evidence provided to officials of LFUCG, the U.S. Department of Transportation, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts and the Legislative Research Commission which are directly pertinent to the Agreement shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of information which would otherwise be subject to public release if a state government agency were providing the service.

29. LEXTRAN certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

a. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

**ARTICLE IV**

Additional Provisions

1. To the extent provided by law, parties agree to defend, indemnify, and hold each other harmless from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution performance, or breach of this Agreement, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of which such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by a financial responsibility, or loss control requirements below, and shall survive the termination of this Agreement.
2. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Fayette County, Kentucky.
3. This Agreement, in accordance with 49 CFR 18.43, may be terminated by LFUCG upon thirty days written notice, LEXTRAN materially fails to comply with any term of the Agreement.
4. This Agreement, in accordance with 49 CFR 18.44 may be terminated for convenience upon thirty days written notice by the LFUCG.
5. LEXTRAN and LFUCG each binds himself and his partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
6. This Agreement may be amended in writing and by the agreement of and signed by both parties.
7. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to LEXTRAN:

Transit Authority of  
Lexington-Fayette County  
Attention: Fred Combs  
General Manager  
200 West Loudon Avenue  
Lexington, Kentucky 40508

If to LFUCG:

Lexington-Fayette Urban County Government  
Director of Project Management, Mayor's Office  
Attention: Brandi Peacher  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

8. This Agreement contains the entire and complete understanding of the parties with respect to the subject matter and supersedes any and all prior agreement or understanding of any kind.
9. The signatories to this Agreement warrant and represent that each has the authority to enter into this Agreement on behalf of the Party represented.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first above written.

**Lexington-Fayette Urban County Government**

By: Linda Gorton  
Linda Gorton, MAYOR

ATTEST: Marckenzie Slack  
~~Martha L N Allen~~  
Clerk of the Urban County Council

Deputy

**Transit Authority of Lexington-Fayette Urban County Government**

Fred Combs  
Fred Combs, GENERAL MANAGER

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE )  
)

The foregoing Memorandum of Agreement was subscribed, sworn to and acknowledged before me by Fred Combs, as General Manager of the Transit Authority of Lexington-Fayette Urban County Government, on this the 7<sup>th</sup> day of Feb, 2025.

My commission expires: 11/8/2025

Nikki Falconbury  
NOTARY



## APPENDIX A – Project Description / TAP Application

The Town Branch Commons Corridor (TBCC) project is made up of several distinct zones. The section of the TBCC project that this TAP grant covers is Zone 2 which runs along Vine Street between Quality Street to Limestone, including the LEXTRAN central transit center. The proposed improvements will upgrade the current user experience with pedestrian safety, bike facilities, wayfinding, street restriping, bus bay recurbing, and exterior transit center improvements.

Implementing the project will allow pedestrians to utilize 9-11' sidewalks and a new protected crossing at the LEXTRAN transit center to safely and efficiently access the transportation services they rely on. Pedestrians currently do not have a convenient protected location to cross and are often seen walking between moving cars and climbing over a jersey barrier wall to access the transit center. The project section also includes green areas to serve as a storm water infiltration green-space as well as break up the wide pavement and make use of new pedestrian bulb outs which further calm traffic and shorten pedestrian crossings.

A buffered cycle track through this section will help connect the Rose Street and Old Vine Street bikeway as well as make the essential bicycle connection to the University of Kentucky campus at both Martin Luther King Boulevard and Limestone. The University of Kentucky 2013 Campus Master Plan specifically recommends a connection to the TBCC project at Vine Street and Martin Luther King Boulevard in order to encourage more faculty and students to utilize alternative methods of transportation.

The existing street will be restriped to conform to the changes described above. Also the exterior of the LEXTRAN building will be improved to reflect the changes to the bus bays, new pedestrian crossing and other miscellaneous items to enhance the pedestrian and transit user experience.



## APPENDIX B – Scope of Work and Project Responsibility Split

1. It is the intent of the parties that they shall work collectively towards completion of the Project, contingent upon the receipt of the Grant.
2. The parties have estimated that the total cost of the Project will be \$3,744,272.50 including the federal TAP grant of \$2,995,418 and local match of \$748,854.50.
  - a. LEXTRAN's share of the grant is shown in the exhibit below and will be in an amount of \$523,430.23 with a local match of \$130,857.56.
  - b. LFUCG share of the grant is shown in the exhibit below and will be in an amount of \$2,471,987.77 with a local match of \$617,996.94.

### Project Responsibility Split

#### Town Branch Commons Corridor Project Zone 2 – Funding Split

Lextran Total Project Estimate

Exterior Improvements	Estimated Cost	Federal Share (34.7%)	Local Share (65.3%)	
Shell Construction & Painting	\$446,283.00	\$154,849.47	\$291,433.53	By LEXTRAN
Electrical Systems	\$449,482.00	\$155,959.45	\$293,522.55	By LEXTRAN
Equipment & Furnishings	\$476,310.00	\$165,268.12	\$311,041.88	By LEXTRAN
Deep Cleaning and Sitework	\$136,474.00	\$47,353.20	\$89,120.80	By LEXTRAN
<b>Total Cost</b>	<b>\$1,508,549.00</b>	<b>\$523,430.23</b>	<b>\$985,118.77</b>	

Eligible TAP Grant Award Totals	Estimated Cost	Federal Share (80%)	Local Share (20%)*	
Lextran Transit Center Improvements	\$654,287.79	\$523,430.23	\$130,857.56	LEXTRAN Portion
Zone 2 TBCC Improvements by LFUCG (*)	\$3,089,984.71	\$2,471,987.77	\$617,996.94	LFUCG Portion
<b>Total Cost</b>	<b>\$3,744,272.50</b>	<b>\$2,995,418.00</b>	<b>\$748,854.50</b>	

*\*-LFUCG's portion of the project will be the balance of the grant less LEXTRAN's portion.*

**APPENDIX C – FORM 1273**

4929-5580-2894, v. 1