

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of December, 2017, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS 67A (hereinafter "GOVERNMENT"), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and Alta Planning + Design, Inc., (hereinafter "CONSULTANT"), whose mailing address is 711 SE Grand Avenue, Portland, OR 97214.

WITNESSETH:

WHEREAS, GOVERNMENT has been awarded federal funds from the Commonwealth of Kentucky, Transportation Cabinet under the Highway Planning and Construction Program Discretionary PL funding (Catalog of Domestic Assistance Program Number 20.205) for the support of Lexington Area Metropolitan Planning Organization Bike and Pedestrian Master Plan Update;

WHEREAS, GOVERNMENT issued a Request for Qualifications (RFP #34-2016) for Bike and Pedestrian Master Plan Services and selected CONSULTANT to perform the herein described services;

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written AGREEMENT with CONSULTANT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

ARTICLE I

General Terms:

1. The term of this Agreement shall be for a period beginning January 1, 2017 and continuing until December 30, 2017. This Agreement is contingent upon continued availability of appropriated federal funds.
2. The total amount of grant funds available for distribution by the GOVERNMENT for the support of the herein-described services shall be \$220,000.

ARTICLE II

Obligation of GOVERNMENT:

1. To provide up to \$220,000 in grant funds for the support of the herein-described contractual obligations.
2. To participate in the planning process as detailed in the Scope of Work, attached as Exhibit A.
3. Assist CONSULTANT by placing at his disposal available information pertinent to the Project. Examine all studies, reports, drafts and other documents presented by CONSULTANT, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
4. Designate in writing a person to act as GOVERNMENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define GOVERNMENT'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to CONSULTANT 'S services.
5. Give written notice to CONSULTANT whenever GOVERNMENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT 'S services, or any defect in the work of Contractor(s).

6. Furnish or direct CONSULTANT to provide, necessary Extra Work as required by the GOVERNMENT and executed by amendment to this agreement detailing the extra work and adjustment to the budget and schedule.

ARTICLE III

Obligations of CONSULTANT:

1. CONSULTANT shall be responsible for completion of scope of work made a part of this Agreement by reference and in the Scope of Work and Budget Summary, attached as Exhibit A, in accordance with the terms and conditions of this Agreement and all applicable regulations or directives issued by the Kentucky Transportation Cabinet and/or the Federal Highway Administration.
2. CONSULTANT shall submit to the GOVERNMENT invoices requesting payment for services provided. Invoices shall include evidence of work completed and copies of invoices for which reimbursement is requested. Invoices shall be submitted to the GOVERNMENT on a monthly basis. CONSULTANT also agrees to submit a quarterly progress report within 30 days of the end of each calendar quarter for the duration of this agreement.
3. CONSULTANT shall follow the applicable federal guidelines for the procurement of subcontract services. Copies of all documentation for procurement of professional services shall be submitted to the GOVERNMENT. CONSULTANT shall obtain the GOVERNMENT'S prior approval of all subcontractors.
4. CONSULTANT agrees to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation.
5. CONSULTANT shall comply with all non-discriminatory requirements imposed by Title VI of the Civil Rights Act of 1964 and all applicable federal or state requirements, including Executive Orders. The CONSULTANT shall not discriminate on the basis of race, color, national origin, disability, gender, age, and sexual orientation. The CONSULTANT shall take affirmative action and not discriminate against any employee or applicant for employment. 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. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all contracts for services covered by this Agreement.
6. CONSULTANT agrees to comply with the DBE requirements contained within 49 CFR Part 26.

DBE Assurance: The CONSULTANT and its subcontractors shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. Failure by the CONSULTANT to carry out applicable requirements of 49 CFR Part 26 is a material breach of this Agreement which may result in the termination of this Agreement. Each contract signed with a subcontractor must include this provision.

DBE Prompt Payment Requirement: The CONSULTANT must abide by 49 CFR Part 26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all subcontractors must be paid within ten (10) working days after the CONSULTANT has been paid for work performed or services delivered. CONSULTANT may not withhold retainage on a subcontract of this Agreement.

7. CONSULTANT 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. CONSULTANT shall also provide officials of the GOVERNMENT, officials of the U.S. Department of Transportation, the Kentucky Transportation 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 of CONSULTANT 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 the GOVERNMENT, officials of the U.S. Department of Transportation, the Kentucky Transportation 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.

8. CONSULTANT swears under penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated provisions of the campaign finance laws of the Commonwealth.
9. If applicable, pursuant to KRS 45A.485, the CONSULTANT shall reveal to the GOVERNMENT and the Kentucky Transportation Cabinet the final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 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.

The CONSULTANT agrees 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 the Agreement shall be grounds for the termination of the Agreement and disqualification from eligibility for future contracts for a period of two years.

10. CONSULTANT shall procure and maintain for the duration of this Agreement at its cost and expense the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to GOVERNMENT in order to protect GOVERNMENT against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT.

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	\$1 million per occurrence
Professional Liability	\$1 million per occurrence \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. A copy of the certificates shall be submitted to GOVERNMENT and attached as Exhibit "B" to this Agreement.

- b. GOVERNMENT shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
 - c. The General Liability Policy shall be primary to any insurance or self-insurance retained by GOVERNMENT.
 - d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by GOVERNMENT.
 - e. A separate Professional Liability Policy shall be obtained unless it is deemed not to apply by GOVERNMENT. (GOVERNMENT does not need to be named as additional insured).
 - f. GOVERNMENT shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
 - g. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify GOVERNMENT and obtain similar insurance that is commercially available and acceptable to GOVERNMENT.
 - h. Said coverage shall be written by insurers acceptable to GOVERNMENT and shall be in a form acceptable to GOVERNMENT. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.
 - i. After insurance has been approved by GOVERNMENT, evidence of renewal of an expiring policy must be submitted to GOVERNMENT, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.
 - j. CONSULTANT understands and agrees that GOVERNMENT may review, audit and inspect any and all of CONSULTANT'S records and operations to insure compliance with these Insurance Requirements.
 - k. CONSULTANT understands and agrees that GOVERNMENT is in no way responsible for the safety and property of CONSULTANT or its personnel, CONSULTANT shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and GOVERNMENT in the locations and areas in which CONSULTANT is performing services under the Agreement.
 - l. CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. CONSULTANT also agrees that GOVERNMENT may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating this Agreement.
11. The CONSULTANT 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.

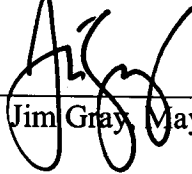
ARTICLE IV

Additional Terms:

1. This Agreement, in accordance with 49 CFR 18.43, may be terminated by the GOVERNMENT upon thirty days written notice, if CONSULTANT materially fails to comply with any term of the Agreement.
2. This Agreement, in accordance with 49 CFR 18.44 may be terminated for convenience upon thirty days written notice by the GOVERNMENT.
3. GOVERNMENT and CONSULTANT 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.
4. The CONSULTANT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement.
5. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
6. This Agreement contains the entire and complete understanding of the parties and neither party has relied upon any representation not contained herein.
7. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and CONSULTANT.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

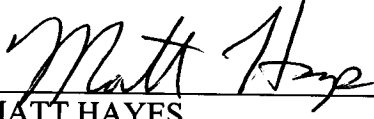
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: 
Jim Gray, Mayor

ATTEST:


Clerk of Urban County Council

ALTA PLANNING + DESIGN, INC.

BY: 
MATT HAYES,
VICE PRESIDENT AS DULY AUTHORIZED

1/17/17
Date



Lexington Area MPO Bicycle & Pedestrian Master Plan

DRAFT SCOPE OF WORK

The general scope of work for this project consists of a planning process that identifies and prioritizes bicycle and pedestrian infrastructure, safety, and educational improvements based on existing and proposed infrastructure, existing plans, and current educational and outreach efforts. The plan update should recognize the 2007 Lexington Area MPO (hereinafter referred to as "LAMPO") Bicycle and Pedestrian Master Plan's vision and progress while reflecting the changes in design, best practices, and technology that have occurred since that time. The plan will utilize a community driven approach that recognizes the needs of pedestrians and bicyclists of all ages and socioeconomic status. The product of these processes will produce a clear and concise path forward to achieve a safe, connected low stress bicycle and pedestrian system for everyone. The Plan outcomes should be a direct reflection of the primary goals listed in the project description section of this document.

SERVICES TO BE PROVIDED BY THE CONSULTING TEAM

TASK 1 – Review and Evaluation of Existing Bicycle and Pedestrian Facilities, and Community Plans

1.1 Data Assessment and Base Map

The Alta team will work with LAMPO staff to develop a comprehensive base map of existing and proposed walkways, bikeways, and trails. The inventory will be catalogued graphically on a study map along with supporting information, such as transit stops, rail corridors, planned improvements identified in previous study efforts, parks, greenways, bodies of water, and other community features that can influence walking and biking activity. Information will be presented in a user-friendly format on the project website. The Alta team will heavily utilize LAMPO GIS data sets, as well as available data from other sources, such as US Census data.

1.2 Pedestrian and Bicycle Network Analysis

The Alta team will use its GIS-based methodologies known as the Pedestrian Suitability Index (PSI) and the Bicycle Suitability Index (BSI) to estimate current and future walking and bicycling activity levels and evaluate relative conditions for walking and bicycling. The PSI and BSI are supply and demand models that will evaluate roadway, sidewalk, bikeway, and intersection quality (supply) and quantify factors that influence pedestrian and bicyclist activity (demand). The PSI and BSI will incorporate, build on, and update metrics already in use. The Alta team will rely on LAMPO to provide all available GIS data sets and existing metrics.

The PSI's supply model describes the quality of the pedestrian network by evaluating street and intersection attributes such as traffic volume, speed limit, sidewalk width, presence of marked crosswalks, frequency of crossings, and type of traffic control devices present at intersections.

The BSI's supply model describes the quality of the bicycle network using a Level of Traffic Stress (LTS) tool to identify and prioritize bikeway infrastructure improvements that meet the needs of people of all ages and abilities and meaningfully allow people to use a bicycle for transportation purposes. The

facilities identified in this analysis will significantly contribute to the development of a low stress network of bikeways that allows residents of the LAMPO region to access social and economic opportunities.

In addition to the classification of the roadway system into levels of traffic stress, the Alta team will run a network analysis on the low stress network of the roadway system to demonstrate how connected or disconnected the transportation network is for bicyclists at low levels of stress. As a result, islands of low stress connectivity are identified. This analysis allows easy identification of the high stress crossings that prevent low stress connectivity, leading directly to intersection improvement recommendations.

The demand model for both the PSI and BSI combines metrics reflective of where people live, work, play, access transit, and access schools into a composite sketch that shows where—and to what degree—walking and bicycling activity is likely to occur. The model can also incorporate equity and health metrics as a measure of need.

The Alta team will overlay the results of the bicycle and pedestrian supply models with our demand model to generate pedestrian suitability and bicycle suitability maps that graphically and intuitively represent where improvements might be considered, based upon the relative quality of the network compared to the demand. The PSI and BSI analyses directly drive the development of the region-wide walking and bicycling network and recommendations for linear and intersection improvements along that network. They also feed directly into a data-driven prioritization process for those improvements.

1.3 Existing Greenway Network Review

The Greenways Master Plan was adopted in 2002. Greenways are essential to creating a low stress and connect bicycle and pedestrian network. The consultant will evaluate the Plan's components for inclusion into the Bicycle and Pedestrian Master Plan Update as it relates to the transportation network

1.4 Existing Policy and Plan Review

The Alta team will conduct a review of community planning efforts to include but not limited to the following: 2007 LAMPO Bicycle and Pedestrian Master Plan, Lexington-Fayette Urban County Governments 2013 Comprehensive Plan, 2015 Willmore Nicholasville Jessamine County Comprehensive Plan Update, Nicholasville Jessamine County Bike and Pedestrian School Connector Study; and the following small area plans (SAP): Armstrong Mill West SAP, Cardinal Valley SAP, Winburn SAP, Central Sector SAP, East End SAP, South Nicholasville Rd SAP. Additional documents include LFUCG 2002 Greenspace Plan, University of Kentucky Transportation Master Plan, 2040 Metropolitan Transportation Plan, and the Versailles Rd Multimodal Alternatives Study.

Task 1 Deliverables:

- One (1) base map of existing conditions walkways and bikeways
- One (1) Pedestrian and Bicycle Network Analysis
- One (1) Existing Conditions + Plan Review Summary Report

TASK 2 – Steering Committee Meetings

A steering committee of approximately 9-12 members consisting of representatives from LFUCG divisions of Engineering, Parks and Recreation, Planning, The Mayor's and Council offices, Nicholasville Jessamine County Parks and Recreation, Nicholasville/Jessamine County/Wilmore Planning, Kentucky Transportation Cabinet, Lexington Downtown Development Authority and the LAMPO will be created to coordinate with the consultant throughout the plan process. The consultant will meet with the committee during the following key points of the planning process:

2.1 Project Kickoff: Focus on the project vision and goals, stakeholder outreach, public outreach and study marketing efforts and providing input on existing and future conditions.

2.2 Values & Tradeoffs: Discuss prioritization methodology and provide feedback on scoring criteria.

2.3 Preliminary Recommendations: Discuss conceptual design alternatives, methodologies for evaluating or developing metrics for performance measures and project prioritization scoring.

2.4 Draft Plan Review: Refine recommendations and project prioritization for implementation of capital projects, education, enforcement and outreach.

Task 2 Deliverables:

- Up to four (4) Steering Committee Meetings
- Meeting materials, facilitation, and summary reports

TASK 3 – Community Participation and Public Process

The Alta team will build a communications and engagement effort that utilizes analogue and digital technology, reaches out to traditionally hard-to-reach communities and ethnic groups, and fosters a healthy and positive discussion about sidewalks and bikeways in the region. The Alta team will use a variety of strategies including, but not limited to, grassroots outreach, traditional media relations, social media, email, community forums, speaker's bureau, and other activities to engage members of the community. The Alta team will use both social media and in-person meetings in native languages, where needed, to engage hard-to-reach groups. The Alta team will work with staff throughout the course of the project to manage project communication and outreach strategies to ensure broad support for the plan is developed.

The Alta team will track project meeting attendance, project social media use, website views, survey responses, and other public input information to quantify number of community members engaged in the planning process. The memo will also summarize the input collected at various meetings and input tools and how they are used to inform the development of plan priorities and recommendations.

3.1 Stakeholder Interviews

The Alta team will work with staff to develop a stakeholder interview series. Stakeholders will be grouped with people who share similar interests such as LAMPO departments, business and non-profit representatives, and community leaders and advocates. Discussion at stakeholder interview meetings will focus on topics related to local needs, goals, desires, attitudes, and concerns about walking and biking in the LAMPO region.

3.2 Community Survey

The Alta team will develop a Community Survey (with staff review) to determine the community's general needs and concerns surrounding walking and biking. The Alta team will host and manage the survey and use the project website, social media, email campaigns, and LAMPO communication outlets, among others, to distribute the survey. Survey results will be used to calibrate project prioritization, set project goals, and establish baseline metrics to track changes in community opinion over time. The survey will not be a statistically valid survey.

3.3 Project Website

Communication materials such as a project website are essential tools to maintain dialogue regarding the status of the project among LAMPO staff, the project team, decision-makers, stakeholders, and the public. An updated webpage hosted on LAMPO website will provide members of the public with an outline to receive updated project information, ask questions, and provide input at their convenience. The Alta team will provide website content that will include information such as project background materials, updates on project schedule, public participation information, and project contact information.

3.4 Interactive Map

The Alta team will develop, host, and manage a web mapping tool that will be used to gather community feedback related to existing conditions, needs, and desired improvements. The interactive map will be built using a mobile-friendly framework to maximize the potential for crowdsourcing and be easily shared using social media such as Facebook and Twitter. The tool will be structured to enable users to provide feedback in the form of points, lines, and pictures on a web-based map with information such as:

- Difficult intersections
- Desired routes
- Desired destinations

The Alta team will utilize information collected in this task to inform task 4.1.

3.5 Community Meetings

The Alta team will lead a phased, multi-step process for community meetings. Each meeting will be scheduled strategically during the project process to collect input and build support for the project. LAMPO staff will be responsible for securing all event space for these meetings.

Community Kickoff Meeting

The Alta team will work with LAMPO staff to organize a Community Kickoff Meeting. The meeting will be used to share information about the project process, review analysis findings, and begin prioritizing community goals for the project.

Project Prioritization Review Meeting

Once the initial project prioritization is complete, the Alta team will present the draft findings at a strategically located community meeting. The goal for the meeting is to collect input on initial project prioritization and identify what, if any, calibration needs to be done to project prioritization criteria and outputs. Input at these meetings will be used to develop the project prioritization list for the Plan.

Community Draft Plan Open House

The final community meeting will be an Open House. The format will allow the public to attend at their convenience to review results of the draft Plan and learn about next steps. It will also be an opportunity for the community to celebrate the conclusion of the planning process and prepare everyone involved with the Plan development for implementation.

On-line Forums (Digital Conversations)

The Alta team will develop materials and host up to three (3) online conversations to allow the general public to contribute input and ideas even if they cannot physically attend the in-person stakeholder or public meetings. Meeting formats will be determined after the project kickoff and with input from LAMPO staff and the steering committee. Potential formats could include a go-to-meeting or a Twitter hangout session.

Task 3 Deliverables:

- Communication support throughout the life of the project
- Up to five (5) stakeholder meetings to be held in conjunction with community meetings or steering committee meetings
- One (1) project website
- One (1) community survey
- One (1) interactive map
- One (1) Community Kickoff Meeting
- One (1) Project Prioritization Review Meetings

- One (1) Community Draft Plan Open House
- Three (3) On-line Forums (Digital Conversations)
- Community input summary memo

TASK 4 – Develop Draft of the Bicycle and Pedestrian Network Master Plan

Alta will assemble and analyze data collected resulting in a draft plan of the bicycle and pedestrian networks. The Alta team will use the information collected through the first four tasks to develop a GIS database that reflects identified projects.

4.1 Network Development

Building upon Task 2, the Alta team will generate an updated preliminary draft bicycle, pedestrian and greenway network based on our evaluation, steering committee input, and public comments. This updated network will include a variety of appropriate facility types for context of each segment to include, but not be limited to the following categories: separated bikeways, bicycle lanes, bicycle boulevards, sidewalks, greenway trails, and complete Street retrofits. A particular focus of the network will be to identify transitions between facility types (i.e. greenway trail to on-road bikeway). Intersection and crossing treatments will also be reviewed and recommended.

As part of this task, draft network maps will be developed to present to LAMPO staff, the steering committee, and the public.

4.2 Prioritization Methodology

The Alta team will take the recommended draft bicycle and pedestrian network and break into appropriate segments for prioritization. The Steering Committee and LAMPO will assist with determining the criteria and weights for prioritization during the second committee meeting, using the existing process as the basis for review.

4.3 Field Work

After the development of the draft network and identification of priority routes, Alta will complete a field review of the existing conditions along key on-road bikeway, sidewalk and greenway corridors. This field work will allow the project team to determine the feasibility and constructability of priority recommendations.

4.4 Project Cutsheets

Upon acquiring prioritization results, the Alta team will conduct another short meeting with LAMPO staff to evaluate the rankings, make adjustments, and select up to five corridors for more detailed analysis and recommendation development.

Upon selection of the up to five corridors, the Alta team will conduct a field investigation, with basic traffic and roadway analyses, to develop high-priority recommendations. Alta will generate additional detail for those recommendations including before and after cross section diagrams, detailed concepts, photo visualizations, and cost estimates.

Task 5 Deliverables

- Draft Bicycle, Pedestrian and Greenway Network (GIS and tabular)
- Network Prioritization Methodology
- Priority Network Field Work

- Five (5) Project Cutsheets

TASK 5 – Maintenance and Operations Plan

5.1 Maintenance and Operations Plan

Alta will develop a plan for maintaining a safe bicycle and pedestrian network. Before developing recommendations, Alta will review peer and aspirational community's strategies and policies for maintenance and operations. The plan will identify the appropriate government organization(s) for the maintenance and safety of the network. Appropriate levels of funding for personnel, equipment and materials will be included along with milestones for increasing these items as the bicycle and pedestrian transportation network expands over time. The goal of this plan will be to prescribe specific action items and best practices for maintenance and operations in terms of staffing and funding needed to maintain a robust bicycle, pedestrian and greenway network. Furthermore, the Alta team will review and recommend sidewalk maintenance policy and how they can be equitably implemented across both counties. Recommendations will be focused within a five-year planning horizon.

Task 5 Deliverables:

- One (1) Maintenance and Operations Plan

TASK – 6 Capital Improvement Projects Implementation Plan

6.1 Five Year Capital Project List

Alta will prepare a capital improvement project list unique to each county in the MPO within a five (5) year planning horizon. Funding scenarios will be developed based on input from LAMPO staff, the steering committee, and network development scenarios.

6.2 Implementation Plan

Alta will produce a clear and concise plan for implementing the plan projects over a five year planning horizon. Alta will also recommend changes to existing LAMPO standards, Codes and ordinances to help with implementing the plan. Implementation strategies will include education, encouragement, and outreach actions.

Part of this implementation plan will include guidance about the staffing and financial commitment necessary to become more bicycle and pedestrian friendly. Alta will use case studies from peer and aspirational cities to inform this implementation guidance.

Task 6 Deliverables:

- Five (5) Year project list and funding scenarios
- One (1) Implementation Plan

TASK 7 – Lexington Area MPO Bicycle and Pedestrian Master Plan Final Document

7.1 Draft Plan

Based on previous tasks the Alta team will develop a draft Bicycle and Pedestrian Master Plan. The draft plan will be given to LAMPO staff for an internal review before distributing to the public for comment.

7.2 Final Plan

After the public comment period closes, Alta will make one set of revisions before finalizing the plan. Alta will provide a GIS data base file for bike and pedestrian planned routes, identification of primary routes and capital improvement projects and relevant attribute data. Three (3) printed copies of the final plan will be provided and one (1) final plan presentation.

Task 7 Deliverables:

- Draft Plan for internal LAMPO review
- Updated Draft Plan for Public review
- Three (3) Final Draft Lexington Area MPO Bicycle and Pedestrian Master Plan
- One (1) Final Plan Presentation

LAIMPO Bicycle and Pedestrian Master Plan Proposed Schedule											
Prepared by Alta Planning-Design, Inc.											
	2017										
	January	February	March	April	May	June	July	August	September		
Task 1: Review and Evaluation of Existing Bicycle and Pedestrian Facilities and Community Plans											
1.1: Data Assessment and Base Map											
1.2: Pedestrian and Bicycle Network Analysis											
1.3: Existing Greenway Network Review											
1.4: Existing Policy and Plan Review											
Task 2: Steering Committee Meetings											
2.1: Project Kickoff Meeting		▲									
2.2: Values + Tradeoffs			▲								
2.3: Preliminary Recommendations						▲					
2.4: Draft Plan Review							▲				
Task 3: Community Participation and Public Process											
3.1: Stakeholder Interviews											
3.2: Community Survey											
3.3: Project Website											
3.4: Interactive Map											
3.5 - Community Kickoff Meetings (3 Physical + 3 Digital)											
Task 4: Develop Draft Bicycle and Pedestrian Network											
4.1: Network Development											
4.2: Prioritization Methodology											
4.3: Field Work											
4.4: Priority/Pilot Projects (5 total)											
Task 5: Maintenance and Operations Plans											
5.1: Maintenance and Operations Plan											
Task 6: Capital Improvement Projects Implementation Plan											
6.1: 5-Year Capital Project List											
6.2: Implementation Plan											
Task 7: Lexington Area MPO Bicycle & Pedestrian Master Plan Final Document											
7.1: Draft Plan											
7.2: Final Report											
7.3: Final Presentation											▲



Task Progress
▲ Meeting / Workshop
 Deliverable

EXHIBIT A Page 9 of 9

SCHEDULE OF FEES & CHARGES

Lexington Area Bicycle and Pedestrian Master Plan
ALTA PLANNING + DESIGN TEAM

Lexington Area Bicycle and Pedestrian Master Plan <i>prepared by Alta Planning + Design, 11/22/2016</i>		Task Budget
TASK DESCRIPTION	2017 Hourly Rate*	
Task 1: Review and Evaluation of Existing Bicycle and Pedestrian Facilities, and		\$27,800
1.1: Data Assessment and Base Map		\$2,320
1.2: Pedestrian and Bicycle Network Analysis		\$12,800
1.3: Greenway Network Review		\$9,440
1.4: Existing Policy and Plan Review		\$3,040
Printed Materials		\$200
Task 2: Steering Committee Meetings		\$23,800
2.1: Project Kickoff Meeting		\$4,960
2.2: Values & Tradeoffs		\$3,660
2.3: Preliminary Recommendations		\$5,700
2.4: Draft Plan Review		\$4,960
Travel Expenses		\$4,000
Printed Materials		\$600
Task 3: Community Participation and Public Process		\$34,855
3.1: Stakeholder Interviews		\$5,160
3.2: Community Survey		\$3,120
3.3: Project Website		\$6,300
3.4: Interactive Map		\$2,835
3.5 - Community Kickoff Meetings (3 Physical Meetings + 3 Digital Meetings)		\$14,440
Travel Expenses		\$1,500
Printed Materials		\$1,500
Task 4: Develop Draft of Bicycle and Pedestrian Network Master Plan		\$69,590
4.1: Network Development		\$17,440
4.2: Prioritization Methodology		\$11,320
4.3: Field Work		\$22,740
4.4: Priority/Pilot Projects (5 total)		\$15,840
Travel Expenses		\$2,000
Printing Expenses		\$250
Task 5: Maintenance and Operations Plan		\$10,360
5.1: Maintenance and Operations Plan		\$10,360
Task 6: Capital Improvement Projects Implementation Plan		\$17,050
6.1: 5-Year Capital Project List		\$8,260
6.2: Implementation Plan		\$8,540
Printing Expenses		\$250
Task 7: Lexington Area MPO Bicycle & Pedestrian Master Plan Final Document		\$36,460
7.1: Draft Plan		\$18,580
7.2: Final Report		\$9,980
7.3: Final Presentation		\$5,200
Travel Expenses		\$700
Printed Materials		\$2,000
Project Total		
Project Total		\$219,995.00

GENERAL NOTES:

- * Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.
- * Hourly rates are for calendar year 2017, and will be adjusted if work is continued into subsequent year(s)
- * Markup on subconsultants (10%) is included in the above amounts
- * These are fully burdened rates that include salary, benefits, firm overhead charges, administrative fees and profit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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|--|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|--|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.