

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into on this 11<sup>th</sup> day of December 2012, by and between Lexington Fayette Urban County Government (hereinafter "LFUCG"), the Lexington Area Metropolitan Planning Organization (hereinafter "MPO") and The Transit Authority of the Lexington-Fayette Urban County Government ("Lextran").

**WITNESSETH**

WHEREAS, the LFUCG, through the MPO has for a number of years operated a mobility program designed to reduce traffic congestion through the use of commuter vans which is otherwise known as the "LexVan vanpool program";

WHEREAS, the LFUCG has title ownership to the vans in the LexVan vanpool program; and

WHEREAS, the LFUCG and the MPO are parties to certain agreements with the Kentucky Transportation Cabinet (the "Cabinet") under which funding resources are provided in order to assist with the operations of the LexVan vanpool program; and

WHEREAS, Lextran and the MPO have had ongoing discussions regarding the transfer of the LexVan vanpool program and its assets to Lextran to continue the operation of the program on a going-forward basis; and

WHEREAS, the potential transfer of the LexVan vanpool program and assets has been made known in the MPO's Unified Planning Work Program Fiscal Year 2013, in Section 3.4 Mobility Coordination; and

WHEREAS, the MPO will continue promotion, marketing, education, outreach and coordination efforts with Lextran regarding the LexVan vanpool program and public transit to help reduce congestion, improve air quality, and provide opportunities for mobility within the MPO area as has been made known in the MPO's Unified Planning Work Program Fiscal Year 2013, in Section 3.4 Mobility Coordination; and

WHEREAS, Lextran is willing to undertake the responsibilities of managing and operating the LexVan vanpool program, including but not limited to those required in any agreements with the Cabinet, in return for the transfer of the vans and other program assets to it.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, LFUCG, MPO and Lextran hereby covenant and agree as follows:

1. The above recitals are incorporated herein as if fully stated.
2. It is the intent of the parties that Lextran should manage, operate, and take full responsibility for the LexVan vanpool program (the "Program").
3. Lextran agrees to fully comply with all of the responsibilities, duties, and obligations required of LFUCG or the MPO by the Cabinet in the agreement which is attached hereto as Exhibit "A" and incorporated herein by reference as if fully stated. These include, but are not limited to, restrictions placed upon the subsequent sale or transfer of the vans and/or other Program assets.
4. Lextran agrees to comply with all of the responsibilities, duties, and obligations required of LFUCG or the MPO by the Cabinet in the agreement which is attached hereto as Exhibit "B" and incorporated herein by reference as if fully stated, which are related to the operations of the Program.
5. Lextran shall within one hundred twenty (120) days of execution of this Agreement notify both LFUCG and the MPO in writing that it has taken the

necessary steps to implement the Agreement and begin operation of the LexVan vanpool program. Within thirty (30) days of receipt of this notice, LFUCG shall transfer title and possession of the vans, along with existing documentation of the repair and maintenance history for each transferred van, to Lextran. The vans are listed in Exhibit "C," which is attached hereto and incorporated herein by reference. The date of transfer of the vans shall be the effective date of this Agreement.

6. Lextran shall be responsible for payment of any fees or costs related to the transfer of the titles of the vans. Other than the funds identified in paragraph 7 below, the parties are not aware of any additional Program assets. The vans are transferred in "as is" condition. Neither LFUCG nor the MPO makes any warranty or representation whatsoever, regarding the condition, safety, or operability of any of the vans.

7. The parties agree that the Program has funds in the amount of \$223,981 as of November 30, 2012. These funds will only be used by LFUCG to pay for the cost of any necessary maintenance or repairs to a vehicle listed in Exhibit "C". All Program funds shall be transferred to Lextran for use solely in conjunction with the operation of the Program. Such funds shall be transferred to Lextran within thirty (30) days of the effective date of this Agreement.

8. Lextran shall indemnify, save, and hold harmless LFUCG and MPO and their respective elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, that arise or are alleged to have arisen, directly or indirectly, from operation and management of the Program subsequent to the effective date of this Agreement. Lextran further agrees to carry appropriate and reasonable amounts and types of insurance coverage necessary for operating and running the Program.

9. The parties agree that the obligations imposed upon the parties are for the benefit of the parties and that the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of any party to fulfill its obligations under this Agreement or the failure of any event to occur by the date established by this Agreement shall constitute a breach unless the fulfillment of such obligation is waived or modified by written agreement of the parties.

10. This Agreement shall be effective upon the date of transfer of the vans as provided for in paragraph 5 above. Lextran agrees to take responsibility for all aspects of the Program as of the effective date of this Agreement and shall be solely responsible for fulfilling any obligations, responsibilities, or requirements related to funding and/or grants for the Program.

11. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

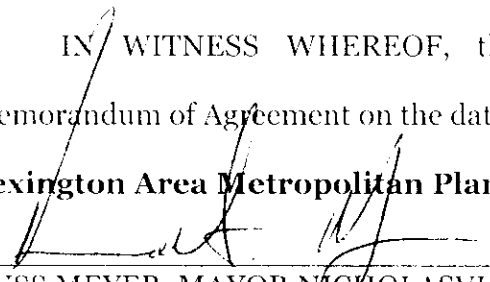
12. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this Agreement, which assignment shall be prohibited except with the prior written consent of all parties hereto.

13. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

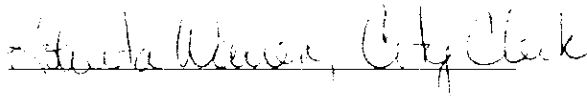
14. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Fayette County, Kentucky.

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

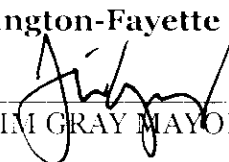
**Lexington Area Metropolitan Planning Organization**

  
\_\_\_\_\_  
RUSS MEYER, MAYOR NICHOLASVILLE, KENTUCKY,  
CHAIRMAN, LEXINGTON AREA METROPOLITAN PLANNING  
ORGANIZATION

ATTEST BY:

  
\_\_\_\_\_  
Linda Weaver, City Clerk

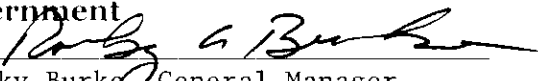
**Lexington-Fayette Urban County Government**

By:   
\_\_\_\_\_  
JIM GRAY MAYOR

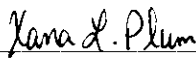
ATTEST:  
  
\_\_\_\_\_  
Susan Lamb

Clerk of the Urban County Council

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

  
\_\_\_\_\_  
Rocky Burke, General Manager

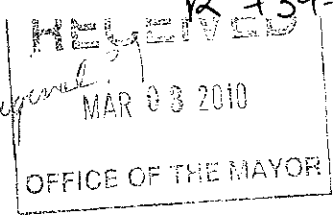
ATTEST BY:

  
\_\_\_\_\_  
Xana Plum

003-0641



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Max  
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original



R 739-2012

TRANSPORTATION CABINET  
Frankfort, Kentucky 40622  
www.transportation.ky.gov

Steven L. Beshear  
Governor

RECEIVED  
Michael W. Hancock, P.E.  
Acting Secretary

February 26, 2010

MAR 17 2010

DIV. OF PLANNING

Honorable Mayor Jim Newberry  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

Re: Lexington Area Metropolitan Planning Organization  
New Passenger Vans for the Lexvan Program Project  
PO2-628-0900022384 - \$105,600.00

Dear Mayor Newberry:

Enclosed please find the executed contract between the Lexington Area Metropolitan Planning Organization and the Commonwealth of Kentucky Transportation Cabinet for the above referenced Transportation Enhancement project. The contract represents the federal share of TE funds approved for the project.

Also enclosed, please find a copy of the environmental clearance document for the project from the Cabinet's Division of Environmental Analysis. Please examine the findings and follow any special instructions included therein. Failure to follow these provisions is a violation of federal law and will adversely affect your project.

**All architectural and design plans, as well as changes or alteration of plans, shall be submitted to this office prior to construction or purchasing for review and compliance with The Secretary of the Interior's Standards.**

**All work shall be in compliance with the Interim LPA Guide. The Interim LPA Guide can be found at <http://www.transportation.ky.gov/highways/LPA/index.html>.**

All reimbursement for work completed pursuant to Attachment A of the Agreement must be submitted for review along with proper documentation. The contract number needs to be included on each invoice submitted for reimbursement under this contract. **With each invoice submitted, please indicate any qualified Disadvantaged Business Enterprise (DBE) contractor for which reimbursement is being requested. This information is very important to the Cabinet's record keeping.** Monthly progress reports detailing the status of the project are required. The progress report form is also available electronically at [www.TEA21.ky.gov](http://www.TEA21.ky.gov).

We look forward to working with you to move this project forward. If you have any questions, please contact Susan Hedden or me at (502) 564-2060.

Sincerely,

B. D. Wilson  
Commissioner  
Department of Rural and Municipal Aid

Enclosures

C: file



An Equal Opportunity Employer M/F/D

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COMMONWEALTH OF KENTUCKY  
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This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the Lexington Area Metropolitan Planning Organization, hereinafter the "RECIPIENT".

**WITNESSETH:**

**WHEREAS**, the Federal Highway Administration (FHWA), through the CABINET, has approved \$105,600.00 in funding for the New Passenger Vans for the LexVan Program PROJECT and the applicable Catalog of Federal Domestic Assistance number is 20.205-Highway Planning and Construction,

**WHEREAS**, the United States Congress approved the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), P. L. 102-240, and amended Chapter 1 of Title 23, United States Code by adding Section 149, which established a Congestion Mitigation and Air Quality Improvement Program (CMAQ); and

**WHEREAS**, Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) in P. L. 105-178, reauthorized the ISTEA and thereafter the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) in P. L. 109-59, reaffirmed the ISTEA and TEA-21 and added §149(b), which provides for allocation of CMAQ funds to be made available for a transportation project or program in an area that has been designated as a non-attainment or maintenance area under section 107(d) of the Clean Air Act (42 U.S.C. 7407(d)); and

**WHEREAS**, Fayette County, Kentucky has been designated as a non-attainment or maintenance area as part of the Lexington Area Metropolitan Planning Organization and the Project is part of the approved Transportation Improvement Program for the Lexington area;

**WHEREAS**, 23 U.S.C §120 provides that any project funded under 23 U.S.C. §149 requires a matching contribution of at least twenty percent (20%) from another source; and

**WHEREAS**, the Federal Highway Administration (FHWA), through the CABINET, has approved an Application for CMAQ funds for New Passenger Vans for the LexVan Program PROJECT that will contribute to the attainment of a national ambient air quality standard; and

**WHEREAS**, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable

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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),

WHEREAS, all Federal-aid projects must also specifically 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,

WHEREAS, all Federal-aid projects must also specifically comply with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA),

WHEREAS, the requirements of the Disadvantaged Business Enterprise (DBE) program, as described in 23 CFR 635 Subpart A and Section 1101(b) of SAFETEA-LU (the Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users), the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), and the Federal Buy America construction contracts requirements, as spelled out in 23 CFR 635 Subpart D, apply to all Federal and Federal-aid transportation programs,

WHEREAS, the RECIPIENT must comply with KRS 177 and KRS 45A, the Kentucky Model Procurement Code (MPC), as it as it relates to state agencies not local public agencies,

WHEREAS, Federal-aid projects are to serve a public purpose in perpetuity, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT in perpetuity on a non-profit basis,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273, and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall refer to the Interim Federal-Aid Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this AGREEMENT,



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WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT shall accept responsibility for all administration, staffing, reporting, monitoring, maintenance and operation costs for the PROJECT as identified under this AGREEMENT.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system and stimulate economic growth for the community as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be in responsible charge to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, enter PROJECT information into FHWA Form Number 1586 titled "Initial ARRA Project Plan" (Attachment E, attached hereto and made a part of this AGREEMENT) for submittal to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist & Certification (Attachment H) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

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Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood that the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return an original AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice To Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall be three (3) years from the date of its execution unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice To Proceed covering that Phase of the PROJECT. After the term of eligible reimbursement, no expenditures, no matter when made, are eligible for reimbursement and the RECIPIENT shall be responsible for any unreimbursed expenses and any further expenses incurred to complete the PROJECT. After that date, the RECIPIENT shall complete the PROJECT without further reimbursement from the CABINET or the RECIPIENT shall refund all prior reimbursements to the CABINET.

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 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 CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

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Section 3. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 4. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed \$105,600.00 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to \$105,600.00 in Federal reimbursement funding available as authorized in Phases for eligible PROJECT costs and shall be responsible for any costs in excess of \$105,600.00 that are necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

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Section 5. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs shown on the Work Plan (Attachment A) and submitted to the CABINET on invoices (Attachment D). The RECIPIENT shall follow 2 CFR 225-OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" or 2 CFR 230-OMB Circular A-122 "Cost Principles for Non-Profit Organizations" or 2 CFR 220-OMB Circular A-21 "Cost Principles for Educational Institutions."

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. Reimbursement by the CABINET shall not be provided to the RECIPIENT if any requirements are not met. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also submit with the request for reimbursement a formal letter that certifies that the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, that the cost(s) shown are verified and are true and correct, and that the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

The RECIPIENT shall provide to the CABINET a pre-approved cost allocation plan prepared in accordance with the standards set forth in the Federal-aid Policy Guide and 49 CFR Part 18 in advance if any indirect costs are to be expended against the PROJECT. Reimbursement by the CABINET is also subject to the provisions of Sections 33 and 36 hereof. The CABINET or FHWA reserves the right to require additional documentation.

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Section 6. Reporting and Monitoring. The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA. The RECIPIENT shall submit monthly progress reports detailing the status of the PROJECT. These progress reports shall include a listing of all employees contracted or subcontracted and RECIPIENT employees working on the PROJECT.

The RECIPIENT shall include initial estimated data as a portion of the Scope of Work and Budget Summary (Attachment A) submitted to the CABINET.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after project completion, Final Acceptance and final reimbursement in accordance with 49 CFR Part 18.42.

Section 7. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way

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acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document.

Section 8. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT and the RECIPIENT does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act, 49 CFR Part 24 (as amended) shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the RECIPIENT will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the RECIPIENT believes to be the fair market value of the property based upon a fair market value appraisal approved prior to any offer by the CABINET, Division of Right of Way and Utilities.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) If the RECIPIENT chooses to use an acquisition consultant on all or any portion of the PROJECT, the selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for Recovery Act funding reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and

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Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired,
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 9. Restrictive Easements. The RECIPIENT acknowledges that the CABINET will require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the

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placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 10. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 11. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, 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 List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 12. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT chooses to perform the design work with its own staff, these costs will be eligible for reimbursement if appropriate procedures are followed. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Kentucky Model Procurement Code as defined within KRS 45A.730-750 and the FHWA policy outlined in 23 CFR 172. This requires the use of a Qualifications Based Selection (QBS)



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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.

Section 13. Contractor Procurement. When the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Kentucky Model Procurement Code provisions KRS 45A.343, KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112 and FHWA Form 1273. 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.

The RECIPIENT shall prepare an independent engineer's estimate to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from 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 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 readvertising 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 CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the

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award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 14. Contract Administration and Inspection. It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications. 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. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider must be submitted to FHWA for concurrence. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT oversee the inspections.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 15. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with

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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.

Section 16. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT 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). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 17. The Copeland "Anti-Kickback" Act. The RECIPIENT 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." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 18. Title VI - Civil Rights Act of 1964. The RECIPIENT 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 the RECIPIENT pursuant thereto. Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any RECIPIENT of Federal assistance.

Section 19. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT 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

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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 RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 20. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal may be set by the RECIPIENT for work on the PROJECT. If a goal is established, the CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Should a DBE goal be established, any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT 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.

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 CABINET deems 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 RECIPIENT must abide by 49 CFR Part 26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all contractors must be paid within ten (10) working days after the RECIPIENT has been paid by the CABINET for work performed or services delivered. No recipient or contractor may withhold retainage on any subcontract on this PROJECT.

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Section 21. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT 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.

The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A.

Section 22. Covenant Against Contingent Fees. The RECIPIENT 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 CABINET 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.

Section 23. Interest of Members of or Delegates to Congress. 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.

Section 24. Standards for the Treatment of Historic Properties. Historic preservation projects shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 25. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in perpetuity and in accordance with the Maintenance Plan (Attachment B, attached hereto and made a part of this AGREEMENT). In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance in perpetuity. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the

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FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable.

Section 26. Americans with Disabilities Act. The RECIPIENT 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.

Section 27. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 28. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 29. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. When both the RECIPIENT and the CABINET accept the field work as complete, the RECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications.

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Upon completion, the CABINET will then submit a Final Voucher request to the FHWA Financial Management Team. Approval of the Final Voucher will constitute Final Acceptance by the FHWA. In accordance with 49 CFR 18.42, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment and the CABINET will retain records for three (3) years on site and an additional five (5) years in Archives.

Section 30. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit 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 the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET 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. The RECIPIENT shall follow 2 CFR 225-OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" or 2 CFR 230-OMB Circular A-122 "Cost Principles for Non-Profit Organizations" or 2 CFR 220-OMB Circular A-21 "Cost Principles for Educational Institutions." If the RECIPIENT has expended more than \$500,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations" audit reports within 9 months of their fiscal year end. The RECIPIENT shall provide the CABINET with copies of any audits or reviews prepared as a result of that Act.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(7), that the contracting agency, 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

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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.

Section 31. Campaign Finance. The RECIPIENT 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.

Section 32. Violations. Pursuant to KRS 45A.485, the RECIPIENT 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.

The RECIPIENT 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.

Section 33. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered



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after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 34. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.

Section 35. Agreement Change. Any proposed change or extension to this AGREEMENT shall be at the mutual consent of the RECIPIENT and the CABINET and be evidenced in writing.

Section 36. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 37. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the City. A copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this PROJECT.

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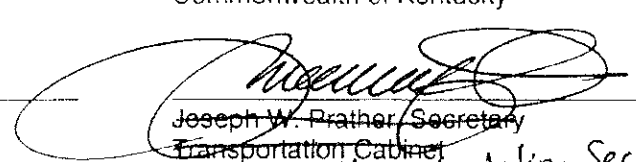
IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

**KENTUCKY TRANSPORTATION CABINET:**

Approved as to form and legality:

Commonwealth of Kentucky

  
\_\_\_\_\_  
Attorney  
Transportation Cabinet

  
\_\_\_\_\_  
Joseph W. Prather, Secretary  
Transportation Cabinet

Michael W. Hancock, Acting Secretary  
Transportation Cabinet


Date: 2/9/10

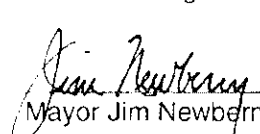
Date: 2/10/10

**LOCAL PUBLIC AGENCY:**

Approved as to form and legality:

Lexington Area Metropolitan Planning  
Organization

  
\_\_\_\_\_  
Attorney  
City of Lexington

  
\_\_\_\_\_  
Mayor Jim Newberry

Date: 01/29/10

Date: 2/1/10

Have Seen, Acknowledged And Agreed To By:

\_\_\_\_\_  
Owner of Property

Date: \_\_\_\_\_

\_\_\_\_\_  
Attorney

Date: \_\_\_\_\_

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**ATTACHMENT A**  
**ATTACH A "SCOPE OF WORK AND BUDGET SUMMARY" HERE**

The purchase of six new 12-passenger vans for the LexVan fleet. The LexVan Vanpool leasing program has a direct effect in reducing the numbers of Single Occupancy Vehicles (SOVs) during peak hours. Each new work commute LexVan removes a maximum of 11 SOV's from the road system. Six LexVans can remove sixty-six (66) vehicles from the roadways per trip or 132 vehicles removed per round trip. Over time, the emissions savings are significant.

***Budget***

CMAQ funds will be used to pay for 80% of the project cost. The local match requirement will be met through cash from Lexington Area Metropolitan Planning Organization.

	CMAQ	MATCH
Purchase of Six (6) new twelve passenger vans for the LexVan fleet	\$105,600	\$ 26,400
<b>TOTALS</b>		
<b>TOTAL PROJECT COST</b>	<b>\$132,000.00</b>	

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**ATTACHMENT B**

**ATTACH A "MAINTENANCE PLAN" HERE**

Any cost associated with maintenance of the new LexVans will be the responsibility of the Lexington Area Metropolitan Planning Organization.

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ATTACHMENT C

ATTACH A "RESOLUTION" HERE

*A sample resolution is included on the following page for your convenience.*

ORDINANCE NO. 15-2010

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE KENTUCKY TRANSPORTATION CABINET, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$105,600.00 FEDERAL FUNDS, ARE FOR THE EXPANSION OF THE LEXVAN FLEET, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF \$26,400.00 AS A LOCAL MATCH, APPROPRIATING FUNDS PURSUANT TO SCHEDULE NO. 0100, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept a Grant from the Kentucky Transportation Cabinet, which Grant funds are in the amount of \$105,600.00 Federal Funds, are for the expansion of the LexVan fleet, and the acceptance of which obligates the Lexington-Fayette Urban County Government for the expenditure of \$26,400.00 as a local match.

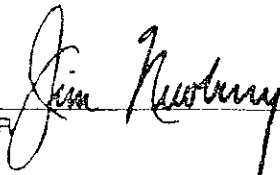
Section 2 - That certain of the Budgets of the Lexington-Fayette Urban County Government are amended and funds are appropriated pursuant to Budget Schedule No. 0100 which is attached hereto and incorporated herein by reference.

Section 3 - That subject to the provisions of Ordinance No. 22-79, the Mayor is hereby authorized, in his discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established herein.

Section 4 - That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: January 28, 2010

MAYOR



ATTEST:

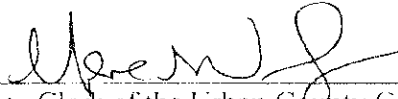
  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: February 4, 2010-11  
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**CERTIFICATION**

I, Meredith Nelson, Deputy Clerk of the Urban County Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 15-2010, which was passed at a meeting of the Lexington-Fayette Urban County Council held on January 28, 2010.

Given under my hand and Seal of the Lexington-Fayette Urban County Government this 2<sup>nd</sup> day of February, 2010.

  
Deputy Clerk of the Urban County Council

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**ATTACHMENT D**  
**LOCAL PUBLIC AGENCY INVOICE**

**Project Name:** \_\_\_\_\_

<b>Vendor Name:</b>	Lexington Area Metropolitan Planning Organization	<b>Vendor Invoice No:</b>	
<b>Vendor Address:</b>	101 East Vine Street, Suite 700 Lexington, KY 40507	<b>Date of Request:</b>	
<b>Contact Name:</b>	Roger Daman	<b>Billing Period Service From – Service To (MM/DD/YY):</b>	/ /2009 - / /2009
<b>Contact Title:</b>	Senior Planner	<b>Contract Number:</b>	PO2 628-0900022384
<b>Telephone Number:</b>	859.258.3173	<b>Authorization Number:</b>	8259701N
		<b>Federal Numbers:</b>	20.205 (CFDA), CM 3003 228

Budget Line Item	Contract (Federal) Amount	Contract (Federal) Amount Paid To Date	Current Request	Contract (Federal) Amount Remaining
Purchase of Six LexVans	\$105,600.00			\$105,600.00
<b>GRAND TOTALS</b>	\$105,600.00			\$105,600.00

**TOTAL REQUEST FOR REIMBURSEMENT AS A RESULT OF THIS INVOICE**

Mail to:  
 Office of Local Programs-CMAQ  
 Kentucky Transportation Cabinet  
 200 Mero Street, 6<sup>th</sup> Floor  
 Frankfort, KY 40601

**Vendor Certification**  
 I hereby certify that the commodities or services specified have been furnished to the Commonwealth of Kentucky; that the quality and the prices conform to the proposal and purchase order or contract; and that payment, in whole or in part, has not been received from KYTC or any

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_



**AGREEMENT BETWEEN THE  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
AND THE  
LEXINGTON AREA METROPOLITAN PLANNING ORGANIZATION  
NEW PASSENGER VANS FOR THE LEXVAN PROGRAM PROJECT  
PO2-628-0900022384  
\$105,600.00**

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**Kentucky Transportation Cabinet (KYTC) / Federal Highway Administration (FHWA)  
Project Development Checklist & Certification (PDC&C)  
Revised April 1, 2009**

**Project Information**

**KYTC Item No.:** \_\_\_\_\_

**Federal Project No.:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Route:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Engineer's Estimate:** \_\_\_\_\_

**Contract ID:** \_\_\_\_\_

**Letting Date:** \_\_\_\_\_

**Introduction**

This Project Development Checklist is intended to assist in development of a project which conforms to regulations, policies, and guidance for Federal-aid transportation projects.

**State Administered Local Public Agency (LPA) Federal-Aid Projects:**

The Project Development Checklist should be completed by the LPA and submitted to the appropriate KYTC Administering Office with the complete Plans, Specifications, and Estimate (PS&E) package for review and approval. The completed Checklist signed by an authorized agent of the LPA will serve as certification that the contract documents for this project have been prepared in accordance with the KYTC LPA Guide, the KYTC/LPA Project Agreement, and all applicable Federal-aid laws, regulations, and policies. Approval of the PS&E package and certification by the KYTC of the Checklist will allow the KYTC Division of Program Management to request an FHWA Construction Authorization for the project.

**State Administered Federal-Aid Projects:**

The Project Development Checklist should be completed and signed by KYTC once the PS&E package has been completed. Completion of the PS&E Package and certification by the KYTC of the Checklist will allow the KYTC Division of Program Management to request an FHWA Construction Authorization for the project. Completion of Project Development Checklist for State Administered Federal-aid Projects will be verified by the FHWA on a regular basis through program and process reviews.

**FHWA Full-Oversight Federal-Aid Projects:**

The Project Development Checklist should be completed by the KYTC and submitted to the FHWA with the complete Plans, Specifications, and Estimate (PS&E) package for review and approval. The completed Checklist signed by an authorized agent of the KYTC will serve as certification that the contract documents for this project have been prepared in accordance with approved processes and all applicable Federal-aid laws, regulations, and policies. Approval of the PS&E package and Checklist by the FHWA will allow the KYTC Division of Program Management to request an FHWA Construction Authorization for the project.

The Checklist is composed of a series of yes/no questions in categories including Planning, Environment, Right-of-Way & Utilities, Plans & Specifications, Estimate, and Proposal. Many questions also include sub-questions which request additional supportive information and references to contract documents. Answer all questions by checking yes or no and providing any supportive information. If

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additional documentation or comments are needed to address a question or satisfy a particular requirement, please note accordingly in the See Attached Comments column.

Notations in parentheses provide reference information to source documents such as Title 23 Code of Federal Regulations (CFR) ([www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html)) or other various guidance documents.

Note:

1. See the current version of the KYTC/FHWA Stewardship Plan for authority, role, and responsibility delegations of program and project activities in implementing the Federal-aid Highway Program.
2. This Checklist is not an all inclusive list as it does not address all Federal-aid requirements and regulations. However, the Checklist does account for several major Federal-aid requirements and provides references to source documents for further review.

<b>Planning</b>
-----------------

Checklist Item	Yes	No	N/A or See Attached Comments
1. Is the project programmed in the currently approved STIP? (23 CFR 450.216) STIP/KYTC Six-Year Plan Ref: _____			
2. Is this project in an MPO area and programmed in the MTP and TIP? (23 CFR 450.322) MTP Ref: _____ (23 CFR 450.324) TIP Ref: _____			

<b>Environment</b>
--------------------

Checklist Item	Yes	No	N/A or See Attached Comments
1. Has the environmental documentation for the project been approved? (23 CFR 771) Programmatic Categorical Exclusion (PCE) Date Approved: _____ Categorical Exclusion Level 1 (CE-1) Date Approved: _____ Categorical Exclusion Level 2 (CE-2) Date Approved: _____ Categorical Exclusion Level 3 (CE-3) Date Approved: _____ Environmental Assessment (EA) / FONSI Date of FONSI: _____ Environmental Impact Statement (EIS) / ROD Date ROD Signed: _____			
2. Is a reassessment or re-evaluation of the environmental document needed? (23 CFR 771.129)			
3. Have environmental commitments been incorporated into the final design and contract documents? Y / N / N/A - Historic Preservation (36 CFR 600) Prop./Plan Ref: _____ Y / N / N/A - Stream/Wetland Mitigation (23 CFR 770) Prop./Plan Ref: _____ Y / N / N/A - Noise Abatement (23 CFR 772) Prop./Plan Ref: _____ Y / N / N/A - Section 4f (23 CFR 771.136) Prop./Plan Ref: _____ Y / N / N/A - Endangered Species Act (50 CFR 402.120) Prop./Plan Ref: _____ Y / N / N/A - Other _____ Prop./Plan Ref: _____			

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Checklist Item	Yes	No	N/A or See Attached Comments
<b>4. Have all permits for the project been secured?</b> Y / N / N/A <input type="checkbox"/> <b>Section 401 - Water Quality</b> Proposal Ref _____ Y / N / N/A <input type="checkbox"/> <b>Kentucky Pollutant Discharge Elimination System (KPDES)</b> Proposal Ref _____ Y / N / N/A <input type="checkbox"/> <b>Section 404 - USACE Individual Wetlands Permit (23 CFR 777)</b> Proposal Ref _____ Y / N / N/A <input type="checkbox"/> <b>Section 404 - USACE Nationwide Permit (23 CFR 777)</b> Proposal Ref _____ Y / N / N/A <input type="checkbox"/> <b>Coast Guard (23 CFR 650 Subpart H)</b> Proposal Ref _____ Y / N / N/A <input type="checkbox"/> <b>Other</b> Proposal Ref _____			
<b>5. Is the contractor responsible for obtaining any permits or external agency approvals for this project? Permit/Agency Approval</b> _____ Prop/Plan Ref _____			

**Right-of-Way & Utilities**

Checklist Item	Yes	No	N/A or See Attached Comments
<b>1. Has all Right-of-Way for the project been secured? (23 CFR 635.309)</b> Right-of-Way Certificate Date Approved _____ Proposal Ref _____			
<b>2. If the Right-of-Way will not be clear prior to authorization, are proper stipulations contained in the proposal?</b> Y / N / N/A <input type="checkbox"/> <b>Restrictions on the contractor</b> Proposal Ref _____ Y / N / N/A <input type="checkbox"/> <b>Estimate of when the Right-of-Way will be clear</b> Prop Ref _____			
<b>3. Is the project located within 2 miles of an airport? (23 CFR 620.103)</b> Y / N / N/A <input type="checkbox"/> <b>Coordinated with FAA</b> Y / N / N/A <input type="checkbox"/> <b>Vertical clearance adequate</b>			
<b>4. Have utility agreements for all utilities affected by this project been completed and approved?</b>			
<b>5. Have all utilities affected by this project been relocated or will be relocated prior to advertisement? Utility Clearance Note Proposal Ref _____</b>			
<b>6. If all utilities have not been relocated prior to advertisement, does the proposal include a special provision stipulating utility coordination with the prime contractor for each utility?</b> For each utility relocation coordinated with the prime contractor, provide the utility name, relocation date specified in the utility agreement, and a proposal reference: Utility Co. Name _____ Relocation Date _____ Prop. Ref. _____ Utility Co. Name _____ Relocation Date _____ Prop. Ref. _____ Utility Co. Name _____ Relocation Date _____ Prop. Ref. _____			
<b>7. Does the project require use of or adjustment of railroad facilities? (23 CFR 646)</b> Y / N / N/A <input type="checkbox"/> <b>Railroad Agreement approved</b> Y / N / N/A <input type="checkbox"/> <b>Liability insurance requirements provided in proposal</b> Proposal Ref _____			

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<i>Plans &amp; Specifications</i>			
Checklist Item	Yes	No	RFI or See Attached Comments
1. Have all comments and issues from previous review reports, meeting summaries, etc. been satisfactorily addressed?			
2. Do the contract plans describe the location and design features and the construction requirements in sufficient detail to facilitate construction and the estimation of construction costs of the project? (23 CFR 630.205) Do the contract plans contain the following: <input type="checkbox"/> Title Sheet <input type="checkbox"/> Typical Sections <input type="checkbox"/> Summary of Quantities <input type="checkbox"/> Plan Sheets <input type="checkbox"/> Profile Sheets <input type="checkbox"/> Drainage Sheets <input type="checkbox"/> Cross Sections <input type="checkbox"/> Traffic Control Plans <input type="checkbox"/> Signing Plans <input type="checkbox"/> Lighting Plans <input type="checkbox"/> Traffic Signal Plans <input type="checkbox"/> Special Detail Sheets <input type="checkbox"/> Structure/Bridge Plans <input type="checkbox"/> Utility Relocation Plans Other _____			
3. Does the design conform to Federal-aid design standards for geometric and structural design of highways as described in Title 23 Code of Federal Regulations Part 625 and/or KYTC policy and guidance manuals? (23 CFR 625 & <a href="http://transportation.ky.gov/KYTC-Forms/PolicyManuals.htm">http://transportation.ky.gov/KYTC-Forms/PolicyManuals.htm</a> )			
4. Are any design exceptions incorporated into this project? (23 CFR 625.3(f); Design Exception:  <input type="checkbox"/> Reviewed and Approved by KYTC and FHWA (if applicable per current KYTC/FHWA Stewardship Plan) Date Approved: _____			
5. Does the project involve new or revised Interstate Access? <input type="checkbox"/> Interchange Justification/Modification Study Approved by FHWA Date Approved: _____			
6. Are Right-of-Way, easement, and control of access lines shown on the plans?			
7. Is the Right-of-Way acquired adequate to facilitate construction of the project?			
8. Are all traffic control devices provided with this project consistent with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD)? (23 CFR 656.503)			
9. Is a temporary traffic control plan provided and consistent with the regulations on Work Zone Safety & Mobility as described in Title 23 Code of Federal Regulations Part 630 Subpart J and the KYTC Policy and Procedures for the Safety and Mobility of Traffic Through Work Zones? (23 CFR 630 Subpart J) Prop #/Plan Ref _____  <input type="checkbox"/> Transportation Management Plan (TMP) Approved by KYTC and FHWA (if applicable per current KYTC/FHWA Stewardship Plan) Date Approved: _____			

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Checklist Item	Yes	No	N/A or See Attached Comments
10. Are the clear zone and safety appurtenances provided for this project in accordance with the current edition of the AASHTO Roadside Design Guide?			
11. Are appropriate accommodations provided for bicyclists and pedestrians along the project and intersecting roadways? (23 CFR 652)			
12. Are pedestrian facilities designed in accordance Americans with Disabilities Act requirements? ( <a href="http://www.access-board.gov/">http://www.access-board.gov/</a> )			
13. Does the project utilize the current version of KDOH Standard Drawings?			
14. Are local standard drawings, sepiia drawings, or special details incorporated into the project? Prop./Plan Ref: _____ Y/N: Reviewed and Approved by KYTC and FHWA (if applicable per current KYTC/FHWA Stewardship Plan) Date Approved: _____			
15. Does the project utilize the current version of the KYTC/KDOH Standard Specifications for Road and Bridge Construction?			
16. Are local specifications or supplemental specifications utilized on the project? Proposal Ref: _____ Y/N: Reviewed and Approved by KYTC and FHWA (if applicable per current KYTC/FHWA Stewardship Plan) Date Approved: _____			
17. Are all pay items covered by an appropriate specification that agrees with the plans for basis of payment?			
18. Are any materials to be supplied by the Local Public Agency or the State? (23 CFR 635.407) Material: _____ Y/N: Public Interest Finding (PIF) Approved by KYTC and FHWA (if applicable per current KYTC/FHWA Stewardship Plan) Date Approved: _____			
19. Are patented or proprietary materials shown in the plans or specifications? (23 CFR 635.411) Material/Product: _____ Y/N: Use of Material Approved by KYTC and FHWA (if applicable per current KYTC/FHWA Stewardship Plan) Date Approved: _____			
20. Is state or local force account construction work to be utilized on this project? (23 CFR 204) Y/N: Cost Effective Determination Approved by KYTC and FHWA (if applicable per current KYTC/FHWA Stewardship Plan) Date Approved: _____			
21. Are experimental features utilized on this project? (Federal-aid Policy Guide G 6042.4) Experimental Feature: _____ Y/N: Work Plan Approved by KYTC and FHWA (if applicable per current KYTC/FHWA Stewardship Plan) Date Approved: _____			

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**Estimate**

Checklist Item	Yes	No	N/A or See Attached Comments
1. Does the estimate include a pay item for all work included in the plans?			
2. Are all estimated unit prices reasonable and comparable to average unit bid prices or construction industry trends?			
3. Are Federal-aid non-participating items included in this project? Yes/No Non-participating items separately listed in the estimate and/or plans Items Include: _____			
4. Is the amount of the estimate consistent with the amount of Federal-aid funding requested for the construction phase?			

**Proposal**

Checklist Item	Yes	No	N/A or See Attached Comments
1. Is the FHWA-1273 Required Contract Provisions for Federal-Aid Construction Contracts included? (23 CFR 633.102) Proposal Ref: _____			
2. Are Equal Employment Opportunity (EEO) special provisions included? Proposal Ref: _____			
3. Does the proposal contain a Disadvantaged Business Enterprise (DBE) goal? (23 CFR 635.107 & 49 CFR 26) DBE Goal: _____ Proposal Ref: _____			
4. Is a non-collusion provision included? (23 CFR 635.112(f)) Proposal Ref: _____			
5. Are standardized changed condition clauses included? (23 CFR 635.100) Specification/Proposal Ref: _____			
6. Are training special provisions included? Proposal Ref: _____			
7. Are the minimum wage rates determined by the United State Department of Labor included? (23 CFR 117(R)) Proposal Ref: _____			
8. Are the Buy America Act Provisions included? (23 CFR 633.410) Specification/Proposal Ref: _____			
9. Is the contract time/completion date realistic and adequately supported? (23 CFR 635.121) Proposal Ref: _____ Completion Date/Work Days/Calendar Days: (Circle One) _____			
10. Does the proposal contain incentive/disincentive clauses? Proposal Ref: _____			

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<b>American Recovery and Reinvestment Act of 2009 (Recovery Act) Requirements</b>
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With the passage of the American Recovery and Reinvestment Act of 2009 (Recovery Act), an additional category of items has been incorporated to the Project Development Checklist to ensure contract documents for projects utilizing Recovery Act funds satisfy the additional requirements and include the necessary provisions as set forth in the Recovery Act. For additional guidance and information related to the Recovery Act, please visit [www.fhwa.dot.gov/economicrecovery/index.htm](http://www.fhwa.dot.gov/economicrecovery/index.htm).

Checklist Item	Yes	No	N/A or See Attached Comments
1. Is this project included in Kentucky's Section 1511 Certification and the information accurate?			
2. Does the contract package for the project include provisions regarding the special reporting requirements of the ARRA?			
3. Does the contract package for the project include a provision to override the general applicability provisions in form FHWA-1273, Section IV and V? Note that Davis-Bacon Prevailing Wage Rate requirements shall apply to all ARRA funded construction projects regardless of location / roadway classification. Proposal Ref _____			
4. Does the contract package require installation of ARRA Project Construction Signing?			
5. Does the contract package for the project include a provision for Section 902 regarding U.S. Comptroller General authority?			
6. Does the contract package for the project include a provision for Section 1515 regarding Inspector General authority?			



TRANSPORTATION CABINET

Frankfort, Kentucky 40601  
www.kentucky.gov

Steven L. Beshear  
Governor

Joseph W. Prather  
Secretary

PROGRAMMATIC CATEGORICAL EXCLUSION  
JOINT MEMORANDUM

To: Michael Jones, Historic Preservation Coordinator  
Division of Program Management

Date: November 26, 2008

Re: Programmatic Categorical Exclusion Determination  
Item No. NA - Fayette County - Lexington Area MPO LexVan Purchase Project

Project Type: CMAQ PCE Project Type #9 NA

Project Location: District 7, Fayette County, Kentucky

The project as proposed,

- will not induce any significant impacts to planned growth or land use for the area;
  - will not require the relocation of significant numbers of people;
  - will not have a significant impact on any natural, cultural, recreational, historic or other resource;
  - will not involve significant air, noise or water quality impacts;
- Check one of the below:*
- a) will have No Effect, by definition, on federally listed threatened or endangered species; No Effect Project type: #9
  - b) will have No Effect on federally listed threatened or endangered species as determined by site evaluation (attach finding)
  - will not have significant impacts on travel patterns;
  - will not otherwise, either individually or cumulatively, have any significant environmental impacts

Comments: No impacts anticipated.

The project described above has been determined to meet the criteria established in 23 CFR 771.17(c) and the FHWA/KYTC Categorical Exclusion Agreement for a Programmatic Categorical Exclusion. As such, this project does not require any further NEPA review.

  
\_\_\_\_\_  
Director, Division of  
Environmental Analysis

\_\_\_\_\_  
Date

pc: Jose Sepulveda (FHWA)  
S. Tucker (Special Programs)

T. Broyles (Program Management)

T. Vinegar



An Equal Opportunity Employer M/F/D



**AGREEMENT BETWEEN  
KENTUCKY TRANSPORTATION CABINET AND  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON METROPOLITAN PLANNING ORGANIZATION  
AIR QUALITY PLANNING; BICYCLE & PEDESTRIAN PLANNING  
CONGESTION MANAGEMENT; MOBILITY COORDINATION  
FAYETTE, JESSAMINE COUNTIES –\$345,000**

1300000048

This **AGREEMENT**, made and entered into, by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Lexington-Fayette Urban County Government (LFUCFG), hereinafter referred to as the RECIPIENT.

**WITNESSETH**

**WHEREAS**, Section 133 of Title 23, United States Code, established a surface transportation program to authorize Federal funds to be appropriated for projects specified in Title 23, United States Code, Section 133 (b), and the applicable Catalog of Federal Domestic Assistance number is 20.205 – Highway Planning and Construction Program; and

**WHEREAS**, an allocation of these funds shall be made available by the CABINET to urbanized areas over 200,000 population; and

**WHEREAS**, the RECIPIENT has submitted its FY 2013 Unified Planning Work Program (UPWP) containing Project Proposals for Air Quality Planning (Work Element 2.3), Bicycle and Pedestrian Planning (Work Element 3.2A), Congestion Management (Work Element 2.1), and Mobility Coordination (Work Element 3.4) - collectively hereinafter referred to as the PROJECT - for approval requesting Federal Surface Transportation Program Metropolitan Lexington (SLX) funds in the amounts (80% Federal share) of \$54,000 for Air Quality Planning, \$52,800 for Bicycle and Pedestrian Planning, \$67,200 for Congestion Management, and \$102,000 for Mobility Coordination for the period not to begin before July 1, 2012 through June 30, 2013; and

**WHEREAS**, all Federal-aid projects must also specifically comply with the Federal Funding Accountability and Transparency Act (Attachment B), Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA); and

**WHEREAS**, the CABINET is willing to provide these Federal funds to the RECIPIENT subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT; and

**WHEREAS**, the RECIPIENT has agreed to provide Non-Federal funds to match the Federal-aid funds for the PROJECT, as more particularly set forth hereinafter; and

**WHEREAS**, the PROJECT is part of the approved Transportation Improvement Program for the Lexington Urbanized Area,

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

**Section 1.** Scope The RECIPIENT shall undertake and complete the work as described in the Scope of Work and Budget Summary (Attachment A) for the PROJECT, as reviewed and approved by the CABINET, in accordance with the terms and conditions of this AGREEMENT and any applicable regulation or directive issued by the CABINET or Federal Highway Administration (FHWA). Adjustments in the PROJECT may be necessary; however, all changes must have prior written approval of the CABINET.

**Section 2.** Duration It is understood by both contracting parties that the effective date of the AGREEMENT will be the date the Secretary signs the AGREEMENT. Work is not to begin until the RECIPIENT receives a Notice to Proceed. The RECIPIENT shall carry on and complete the PROJECT by June 30, 2013. Any extension of this agreement beyond the biennium in which it became effective is contingent upon the appropriation of funding by the Legislature. Nothing in this AGREEMENT should be construed to prevent the duration of the PROJECT from being changed by mutual written agreement of the CABINET and the RECIPIENT.

This AGREEMENT is contingent upon the continued availability of appropriated federal funds. If the funds become unavailable for any reason, including the Kentucky General Assembly's failure to appropriate funds, operation of law, or a reduction of federal funds, further reimbursement of PROJECT expenditures may be denied, the timeline extended, or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, cancellation of the PROJECT, extension, or amendment because of interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension, or amendment give rise to any claim against the CABINET.

**Section 3.** Project Funding It is understood that federal funds for the PROJECT are being provided as authorized under Section 133 of Title 23, United States Code, specifically through the Catalog of Federal Domestic Assistance Program Number 20.205 – Highway Planning and Construction. It is the responsibility of the CABINET to obtain these funds from FHWA. These funds may be authorized by either a single authorization or by a series of authorizations. The funds will be taken from the apportionment of Federal-aid Surface Transportation Program Metropolitan Lexington (SLX) funds approved by the CABINET. These funds shall be matched as follows: 80% federal - 20% local. The total Federal share of the PROJECT cost shall not exceed \$276,000 unless approved in writing by the CABINET. The 20% matching local share (\$69,000) shall be the responsibility of the RECIPIENT. The RECIPIENT agrees to provide local matching funds in the amount sufficient, together with the allocated

Federal funds, to assure completion of the PROJECT. The Federal share of costs is payable quarterly by the CABINET upon presentation and approval of an invoice and two (2) copies of adequate documentation. All invoices shall correspond with the expense categories in the PROJECT Budget and shall be submitted to the CABINET within 30 days after the end of the reporting period. All invoice amounts submitted for each expense category shall be representative of and closely approximate the actual work done, and as reported in the narrative progress report.

The CABINET may withhold payment of any invoice until the RECIPIENT submits accompanying backup information (receipts, quarterly reports, etc.) needed to justify the payment of the invoices.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT Budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the RECIPIENT to be reimbursed for costs that are not listed in the PROJECT Budget, the RECIPIENT must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract time is extended, unexpended funds at the end of this AGREEMENT period shall not be carried forward to a future AGREEMENT.

**Section 4. Allowable Costs** The costs referred to in this AGREEMENT shall be comprised of the allowable direct costs incident to the performance of the PROJECT plus allowable indirect costs, less applicable credit, to be determined in accordance with the standards set forth in the Federal-Aid Policy Guide and 49 CFR Part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

Costs incurred in carrying out certain phases of the PROJECT, which must be carried out without regard for state political boundaries, are prorated to each state on the basis of a population split as shown by the latest available Federal census data for urbanized areas.

**Section 5. Purchase of Project Equipment and Property** The purchase of all Equipment or Property financed in whole or in part pursuant to this AGREEMENT shall be in accordance with applicable state laws and 49 CFR Part 18. The following required provision shall be included in any advertisement or invitation to bid for any procurement under this AGREEMENT: "Statement of Financial Assistance. This contract is subject to a financial assistance contract between the State and the Federal Highway Administration."

**Section 6. Assignability** The RECIPIENT shall not assign any portion of the work to be performed under this AGREEMENT, or execute any contract or amendment thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT without the prior written concurrence of the CABINET. Any subcontract between the RECIPIENT and any third party for work covered by the PROJECT must have prior written approval of the CABINET. Any third party contract must comply with the regulations outlined in this AGREEMENT.

**Section 7. Reporting and Records** The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA. The RECIPIENT shall submit a completion report for the PROJECT by September 30, 2013. The recording and reporting of any purchases shall be in accordance with the requirements of the Kentucky Revised Statutes, KRS 45A.

All charges under this AGREEMENT shall be supported by properly documented invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. The CABINET or FHWA may require additional documentation at their discretion.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this AGREEMENT shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. The RECIPIENT shall permit the CABINET and/or the FHWA to conduct periodic site visits to ascertain compliance with federal and state regulations.

The RECIPIENT shall retain all records for a period of five (5) years from the date of final payment under this AGREEMENT in accordance with 49 CFR Part 18.

**Section 8. Audit and Inspection** The RECIPIENT shall permit 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; and the RECIPIENT shall also permit representatives of these agencies to review any audit(s) performed by the RECIPIENT or any other entity and to audit the books and accounts of the RECIPIENT pertaining to the Project.

The RECIPIENT hereby acknowledges its duty to the CABINET 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. The RECIPIENT shall follow OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations" or 2 CFR 225 OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments." If the RECIPIENT is subject to this Act, the RECIPIENT shall provide the Cabinet with copies of any audits or reviews prepared as a result of that Act. The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(7), that the contracting agency, 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. The RECIPIENT shall submit two (2) copies of the audit to the CABINET within 30 days after the audit is completed.

The RECIPIENT and any contractor, as defined in KRS 45A.030(7), agrees that the contracting agency, 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 books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any 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 contract 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 contract. 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.

**Section 9. Hold Harmless Clause** The RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments, or damages received or claimed by person, persons, or property due to the activities of RECIPIENT, its subcontractors, agents or employees, in connection with their services under this AGREEMENT.

**Section 10. Title VI – Civil Rights Act of 1964** The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), and any applicable DOT Regulations (CFR Title 49, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, age, and sexual orientation in all programs or activities of any recipient of Federal assistance.

**Section 11. Equal Employment Opportunity** In connection with the execution of this AGREEMENT, the RECIPIENT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, sexual orientation, or disability. The RECIPIENT shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, age, sexual orientation, 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. The RECIPIENT will incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

**Section 12.** Interest of Members of or Delegates to Congress 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 AGREEMENT. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this AGREEMENT.

**Section 13.** Prohibited Interest No member, officer, or employee of the CABINET or of the RECIPIENT during his tenure or for one year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340.

**Section 14.** Covenant Against Contingent Fees The RECIPIENT warrants that no person, elected official, 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 warrant, the CABINET 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.

**Section 15.** Applicable Laws This AGREEMENT shall be in accordance with all federal laws, and the laws of the Commonwealth of Kentucky.

**Section 16.** Americans with Disabilities Act The RECIPIENT 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 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.

**Section 17.** Disadvantaged Business Enterprise (DBE) Requirements The RECIPIENT agrees to comply with the DBE requirements contained within 49 CFR Part 26.

DBE 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 USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CABINET deems 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 RECIPIENT must abide by 49 CFR Part 26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all contractors must be paid within ten (10) working days after the RECIPIENT has been paid by the CABINET for work performed or services delivered. No recipient or contractor may withhold retainage on any subcontract on this AGREEMENT.

**Section 18. Disputes** Any dispute concerning a question of fact in connection with the work not disposed of by AGREEMENT between the RECIPIENT and the CABINET shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.

**Section 19. Campaign Finance** If applicable, the RECIPIENT 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.

**Section 20. Violations** If applicable, pursuant to KRS 45A.485, the RECIPIENT shall reveal to the Cabinet any 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 RECIPIENT 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 cancellation of funding for the AGREEMENT and disqualification of the contractor from eligibility for future state contracts for a period of two (2) years.

**Section 21. Government Contract Review Committee of the Legislative Research Commission** If this Agreement comes within the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

**Section 22. Termination** The CABINET reserves the right to cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) days written notice of such cancellation to the RECIPIENT. If reimbursement under

this AGREEMENT is cancelled by reason other than a violation by the RECIPIENT, its agents, employees and/or contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of the cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in its best interest by giving thirty (30) days written notice to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all federal funding reimbursement made under this AGREEMENT.

**Section 23. Agreement Change** Any proposed change in this AGREEMENT shall be at the mutual consent of the RECIPIENT and the CABINET and be evidenced in writing.

**Section 24. Resolution** The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. A sample resolution is provided in Attachment C for the RECIPIENT's reference in creating an acceptable resolution. A copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this AGREEMENT.

**IN TESTIMONY WHEREOF**, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives:

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT**

Jim Gray  
EXECUTIVE DIRECTOR

DATE: May 14, 2012

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

[Signature]  
SECRETARY OF TRANSPORTATION

DATE: 6/25/12

**APPROVED AS TO FORM & LEGALITY  
TRANSPORTATION CABINET**

[Signature]  
OFFICE OF LEGAL SERVICES

DATE: 6/20/12

Last updated: March 13, 2012



## **ATTACHMENT A – DETAILED SCOPE OF WORK AND BUDGET SUMMARY**

### **Attachment A-1: Air Quality Planning**

#### **Purpose and Objectives**

The purpose of this element is conduct planning work to maintain and ensure good air quality and therefore a healthier quality of life for people by compliance with requirements of the Clean Air Act. Staff will carry out planning work to meet current and future federal air quality conformity requirements as described in more detail in Work Element 2.3 of the Lexington MPO FY 2013 Unified Planning Work Program.

#### **Methodology**

Conduct on-going planning consultation, coordination, and monitoring work to initiate and support actions to help maintain attainment status for both PM 2.5 and 8 hour ground level ozone standards.

- Monitor all air quality regulations, conformity requirements, and air quality readings in the event that the Lexington MPO will be required to conduct conformity determinations at a future date; Participate in quarterly Air Quality Consultation group conference calls, workshops, seminars/webinars and other air quality related activities; Coordinate/consult with agencies in regards to the air quality planning process including: KYTC, KYDAQ, FTA, FHWA, LexTran, EPA, and LFUCG Environmental Quality.
- Prepare and distribute materials and work closely with the members of the Air Quality Advisory Committee (AQAC) concerning issues, work elements, and projects.
- Coordinate and provide assistance for CMAQ program project applications sponsored by the MPO/LFUCG or other MPO government sponsored CMAQ applicants. The MPO will prioritize/rank projects for final selection by the KYTC.
- Maintain and the Air Quality websites of the MPO and LFUCG. During the ozone season (May–September), the staff will update the weekday and weekend air quality index (AQI) readings, AIRNOW EPA website forecasts and other related information.
- During the ozone season (May-September), staff will use Air Quality Forecasting Model to make predictions of the 8 hour ozone and the PM2.5 readings. Email alerts will be sent to the media and local, state and federal government officials when the air quality level is forecast to reach unhealthy levels for sensitive groups. Bulletins are sent for both pollutants. With this notice, people can take voluntary efforts to help reduce air pollution.
- Work with LFUCG, UK, LexTran, and Fayette County Schools to encourage and coordinate the use of alternative fuels in fleets to help maintain the PM2.5 attainment for Fayette County.
- Work with marketing/media firm to coordinate Air Quality marketing campaign for successful education, encouragement, outreach, and participation.
- Coordinate efforts/partnership with the LFUCG Environmental Quality and other agencies to develop and implement Climate Action Plans for the MPO area. Staff will also participate at a feasible level with state Climate Action Plan initiatives.
- Air Quality staff will assist with other MPO activities as required.

**Funding Request:** Federal (SLX) = \$54,000; Local Match = \$13,500; Total = \$67,500

## Attachment A-2: Bicycle and Pedestrian Planning

### Purpose and Objectives

The MPO's Regional Bicycle and Pedestrian Plan provides the framework for this work and outlines objectives for bicycling and walking in the region. The MPO Staff will facilitate and/or coordinate with stakeholders and partnering agencies to complete action items of the Plan. This includes work to increase bicycle and pedestrian system access, developing safe, high quality, interconnected facilities for bicycling and walking and promoting/increasing their use. This activity is described in more detail in Work Element 3.2A of the Lexington MPO FY 2013 Unified Planning Work Program.

### Methodology

#### **1. Facility Development**

- Lead and/or assist with planning, feasibility and safety studies for sidewalks, trails and bicycle facilities.
- Facilitate and/or assist with project development and provide input on facility design for sidewalks, trails, bicycle facilities and roadway projects.
- Review and provide input on new development applications to ensure bicycle and pedestrian circulation and connectivity with land use activity areas and the transportation network.
- Lead and/or assist with funding applications for bicycle and pedestrian projects.
- Lead/assist in developing and updating design and maintenance standards for ped and bike facilities.
- Maintain & update project database - GIS data for existing and planned bike and pedestrian facilities.

#### **2. Promotion & Outreach**

- Act as a public contact for, and respond to public requests for bicycle and pedestrian information.
- Promote participation in the MPO transportation planning process as related to bike and ped modes.
- Coordinate public education efforts to increase awareness and safety in biking & walking including media interviews/advertising, community presentations, events, brochures, websites & social media.

#### **3. Agency & Stakeholder Coordination**

- Coordinate with and act as point of contact for bicycle and pedestrian information for various standing MPO and local committees.
- Coordinate bicycle/pedestrian activities with local, regional and state agencies to advance projects and outreach efforts (City/County Parks, Engineering, Traffic, Police Departments; Elected Officials; Planning Commissions; Area Development Districts; KYTC District/Central Office; Public Schools, etc).
- Develop participation, alliances and relationships with private businesses and non-profit organizations to advance bicycle/pedestrian projects, outreach and safety (bike shops, tourism agencies, bicycle clubs, etc).

**Funding Request:** Federal (SLX) = \$52,800; Local Match = \$13,200; Total = \$66,000

## Attachment A-3: Congestion Management

### **Purpose and Objectives**

The purpose of this element is to carry out the Congestion Management Process (CMP) as defined as "a systematic approach for managing congestion through a process that provides for safe, effective, and integrated management and operation of the multimodal transportation system, based on a cooperatively developed and implemented metropolitan-wide strategy, of new and existing transportation facilities eligible for funding under titles 23 and 49 USC Chapter 53 through the use of travel demand reduction and operational management strategies." The MPO will address the eight components of the process defined by the Federal Highway Administration to achieve better congestion mitigation investment decisions and meet federal requirements.

The CMP will provide information on transportation system performance to help decision-makers identify, prioritize, and implement alternative projects and programs to alleviate congestion and enhance the mobility of people and goods and evaluate the effectiveness of implemented actions or strategies. The CMP efforts help to develop recommended projects that will work into the MPO Transportation Improvement Program (TIP), the Metropolitan Transportation Plan (MTP), and the Unscheduled Projects List (UPL). The MPO will also work towards projects for special federal programs such as Congestion Mitigation Air Quality (CMAQ), Highway Safety Improvement Program (HSIP) funds, or other local agency programs. This activity is described in more detail in Work Element 2.1 of the Lexington MPO FY 2013 Unified Planning Work Program.

### **Methodology:**

1. The developed CMP will be carried out to guide in the development of strategies/solutions to manage traffic congestion. The staff will follow the process as documented within the Lexington Area MPO Congestion Management Process Overview document
2. Strengthen coordination/consultation with key implementing/operational agencies through our established CM Committee
3. Work to acquire congestion data regularly over time to monitor and evaluate system performance, quantify congestion, determine causes and guide development of projects/solutions/strategies and the level of effectiveness
4. Continue to work with key stakeholders of the region such as LFUCG Police-Traffic Engineering-Engineering, KYTC, and other appropriate agencies
5. The CMP may be enhanced by seeking to hire qualified consultants to assist with an update of the Community-Wide CM study. This effort is not intended to replace or be redundant of the TIP or the MTP processes but to collect data, assess, report and recommend solutions
6. CMP staff will assist to maintain the Bluegrass Intelligent Transportation System (BITS) and assist with other efforts of the MPO as required

**Funding Request:** Federal (SLX) = \$67,200; Local Match = \$16,800; Total = \$84,000

## Attachment A-4: Mobility Coordination

### **Purpose and Objectives**

The purpose is to serve as the central point of contact for all inquiries concerning transportation providers and ride matching. The office coordinates passenger trip requests for ridesharing, coordinates and administers the LexVan vanpool program (with support from other LFUCG Divisions such as Fleet Services); and promotes other alternative transportation services. Public and stakeholder participation is enhanced/encouraged through marketing. Objectives include energy conservation, improved air quality, relief of congestion, and enhanced quality of life. This activity is described in more detail in Work Element 3.4 of the Lexington MPO FY 2013 Unified Planning Work Program.

### **Methodology**

- General Administration - Promote, market, and implement mobility office/program and assist with air quality planning efforts in the MPO area. Coordinate with the LexTran, KYTC, KY DAQ, FHWA, & other trans. agencies.
- Vanpool Administration - In FY-2013, approximately 16 LexVans will be in service with 4 backup vans. The MPO Mobility Office will carry out full administration of the LexVan program. Work to enhance/improve policies, guidelines, and any other aspects of the program to manage risk, and increase program safety and efficiency.
- Acquire Funding for Sustaining and Expanding Vanpool Program - The MPO Staff will explore ways to acquire replacement vans which is vital for the vanpool program's future. A major challenge of the program is to purchase vans to sustain and expand the program with growing demand. The MPO is working with the KYTC to incorporate the program into a much needed statewide regional vanpool program.
- Welfare Reform Transportation - Staff will continue in the Welfare Reform Transportation (WRT) program that began in FY-1998.
- Employer Based Mobility - The staff will work towards Employer and Employee based mobility efforts.
- General Mobility, Ride Matching/Sharing - Provide information and matching services for the general public regarding commuting options in Fayette County and surrounding counties of the Bluegrass Region. Carry out the ride matching/sharing program. Continue to work in partnership with KIPDA to share their RidePro matching software to minimize costs since they only utilize four of five seats in their package contract. Maintain technical support for ride matching software program.
- Public Awareness - Promote and coordinate an Air Quality awareness program during the 2012 Ozone Season (May - September). Major components of this public awareness effort will include the following:
  - a. Promote transportation services available through the Mobility Office and encourage the use of alternative modes of transportation.
  - b. Work State of Kentucky marketing campaign to promote Air Quality programs and projects. The Federal Government's clean air campaign efforts will be utilized in these promotion efforts.
  - c. Maintain and update the Lexington Area MPO web site ([www.lexareampo.org](http://www.lexareampo.org)) to provide a full overview of all programs and services provided by the Mobility Office.
- Staff Involvement - Mobility staff will assist with other MPO activities as required. In particular, efforts will be expanded to assist with public participation and outreach efforts.

**Funding Request:** Federal (SLX) = \$102,000; Local Match = \$25,500\*; Total = \$127,500

\* - in-kind PSA match

**Federal Funding Accountability and Transparency Act**

\* AGREEMENT CAN NOT BE EXECUTED UNLESS ALL YELLOW BOXES ARE COMPLETED \*

**1. SUB-AWARDEE**

Name: Lexington-Fayette Urban County Government  
 Address: 200 East Main Street  
 Lexington, Kentucky 40507

**2. DUNS NUMBER**

02-042-8777

Unique 9 digit number issued by Dun & Bradstreet. To obtain a DUNS number (if you agency does not already have one) please access:  
<http://fedgov.dnb.com/webform>

**3. CCR REGISTRATION (CAGE code)**

3WTE6

Unique 5 digit number issued by the Central Contractor Registration. To obtain a CCR number (if your agency does not already have one) please access:  
<https://www.bpn.gov/ccr/default.aspx>

**4. TOTAL COMPENSATION AND NAMES OF TOP 5 EXECUTIVES**

All agencies are required to report the Top 5 Highly Compensated officers for their agency if they meet **BOTH** of the following criteria:  
 A) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and  
 B) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC)

**NO- Does not meet both criteria A & B**

NO

If no, please skip to box 5

**YES- Meets both criteria A & B**

If yes, please fill out 1-5 with Executive name and compensation.

	Executive Name	Compensation
4.1		
4.2		
4.3		
4.4		
4.5		

**5. PREPARED BY:**

Name: Irene Gooding  
 Title: Director, Division of Grants and Special Programs

**DATE:**

05/15/2012

Additional information about the Federal Funding Accountability Transparency Act (FFATA) can be found at:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

RESOLUTION NO. 160-2012

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE KENTUCKY TRANSPORTATION CABINET, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$335,200.00 (FHWA PLANNING), \$48,400.00 (FEDERAL TRANSIT ADMINISTRATION SECTION 5303), \$102,000.00 (MOBILITY OFFICE (SLX)), \$54,000.00 (AIR QUALITY PLANNING (SLX)), \$67,200.00 (CONGESTION MANAGEMENT (SLX)) AND \$52,800.00 (BIKE/PED PLANNING (SLX)) FEDERAL FUNDS, ARE FOR THE DIVISION OF PLANNING UNIFIED WORK PROGRAM - FY 2013, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF \$62,850.00 (FHWA PLANNING), \$12,100.00 (FEDERAL TRANSIT ADMINISTRATION), \$25,500.00 (MOBILITY OFFICE (SLX)), \$13,500.00 (AIR QUALITY PLANNING (SLX)), \$16,800.00 (CONGESTION MANAGEMENT (SLX)) AND \$13,200.00 (BIKE/PED PLANNING (SLX)) AS A LOCAL MATCH, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FY 2013, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept a Grant from the Kentucky Transportation Cabinet, which Grant funds are in the amount of \$335,200.00 (FHWA Planning), \$48,400.00 (Federal Transit Administration Section 5303), \$102,000.00 (Mobility Office (SLX)), \$54,000.00 (Air Quality Planning (SLX)), \$67,200.00 (Congestion Management (SLX)) and \$52,800.00 (Bike/Ped Planning (SLX)) Federal funds, are for the Division of Planning Unified Work Program - FY 2013, and the acceptance of which obligates the Urban County Government for the expenditure of \$62,850.00 (FHWA Planning), \$12,100.00 (Federal Transit Administration), \$25,500.00 (Mobility Office (SLX)), \$13,500.00 (Air Quality Planning (SLX)), \$16,800.00 (Congestion Management (SLX)) and \$13,200.00 (Bike/Ped Planning (SLX)) as a local match, subject to sufficient funds being appropriated in FY 2013. Further, all statements, representations, warranties, covenants, and agreements contained in the Agreement are hereby ratified and adopted and the funds provided in the Agreement are hereby accepted and by such acceptance the Urban County Council agrees to all the terms and conditions stated therein.


Section 2 - That subject to the provisions of Ordinance No. 22-79, the Mayor is hereby authorized, in his discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant

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budget established herein.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 12, 2012

MAYOR 

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

RECEIVED

APR 24 2012

HEV. 7-23-2009



Div. of Planning

TRANSPORTATION CABINET

Stevan L. Beshear  
Governor

Frankfort, Kentucky 40622  
www.transportation.ky.gov

Michael W. Hancock, P.E.  
Secretary

Categorical Exclusion for Minor Projects

Project Type: *Planning*

County : *Various*

Location: *Lexington MPO*

Project Description: *SLX funds designated for the Lexington urbanized area (SLX funds) to the Lexington Metropolitan Planning Organization to support specific planning activities within the MPO's FY 2012 Unified Planning Work Program.*

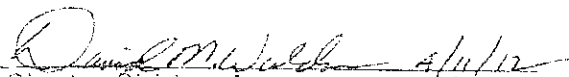
Termini: *Air Quality Planning, Bicycle/Pedestrian Planning, Congestion Management, Mobility Coordination*

The project as proposed,

- will not induce any significant impacts to planned growth or land use for the area;
- will not require relocations
- will not have a significant impact on any federally listed, threatened or endangered species
  - No Effect (Project Type: *Planning*)
  - Not Likely to Adversely Effect (Attach finding/describe minimization measures)
- will not have a significant impact on any cultural or archaeological resource
  - No Effect     No Adverse Effect (see comments and attach coordination letters/findings)
- will not have a significant impact on any (check all that apply and describe in Comments)
  - water fowl refuge     recreational/park     Cultural Resource     other 4(f) resource
  - Deminimis* 4(f) completed and attached     Programmatic 4(f) completed and attached
- will not involve significant air or noise impacts;
- will not have a significant impact on water quality
  - Permits required:  401     404     Unknown (explain in comments)
- will not have significant impacts on travel patterns;
- will not otherwise, either individually or cumulatively, have any significant environmental impacts.

Comments: *Planning activities consistent with 40 CFR 1503.4 and 23 CFR 771.117 C*

The project described above has been determined to meet the criteria established in 23 CFR 771.17 and the FHWA/KYTC Categorical Exclusion Agreement for a Categorical Exclusion.

  
 Director, Division of Environmental Analysis      Date 4/11/12

pc: Jose Sepulveda, FHWA ; Ron Rigney, Program Management; District 5; B. House (Planning)



An Equal Opportunity Employer M/F/D



# PROJECT AUTHORIZATION

AUTHORIZATION NO. **86445**

98341 000

IT IS HEREBY ORDERED THAT THE PROJECT HEREIN DESCRIBED BE UNDERTAKEN AND ACCOMPLISHED WITHIN THE FUNDING LEVEL AUTHORIZED

1. PROJECT ID		A: PROJECT ID NUMBER	B: FEDERAL PROJECT NO.	C: DISTRICT HWY ADD	D: COUNTY	E: 6 YR ITEM NUMBER
			STPM 3003 297	07	FAYETTE JESSAMINE	
F: TYPE OF PROJECT		G: ROUTE NUMBER	H: FACILITY NAME		I: SYSTEMS	
099 - NOT APPLICABLE			AIR QUALITY PLANNING			
J: PROJECT LENGTH	K: SCOPE OF PROJECT					
	AIR QUALITY PLANNING PROGRAM OVERSEES ACTIVITIES TO HELP IMPROVE AIR QUALITY AND CONDUCT ANALYSES REQUIRED TO DEMONSTRATE CONFORMITY WITH OZONE AND PARTICULATE MATTER STANDARDS.					
<b>eMARS 8644501N</b>						
L: NO OF BRIDGES	M: PROGRAM PRIORITY	N: RS ITEM NUMBER			O: 6 YR PLAN PARENT NUMBER	
2. PROJECT PHASE AND RESPONSIBILITY		A: PLANNING	B: DESIGN	C: RIGHT OF WAY		D: UTILITIES
		E: CONSTRUCTION	F: TITLE DEEDED TO:	G: MAINTENANCE		H: OTHER LFUCG
3. FUNDING & TIME ACCOUNTABILITY		PARTICIPATING AGENCIES				
		FEDERAL FHWA		STATE	LOCAL LFUCG	OTHER

### REQUESTED FUNDS FOR THIS AUTHORIZATION

ITEM NUMBER SUFFIX	PHASE	FUND	PROGRAM	FISCAL YEAR		FEDL APPR. CODE	ENACTED 6YR PLAN AMOUNT	% DIFFERENCE VS 6YR AMT	CURRENT FUNDING REQUEST
				FEDERAL	STATE				
	N	1200	FD52	2012	2012	H230			54,000.00
CURRENT ESTIMATE APPROVED BY:		DATE		CURRENT FUNDING REQUEST TOTAL					54,000.00
8H	04/19/2012								

### AUTHORIZATION SUMMARY FOR THIS 10-1 SERIES

PHASE	INITIAL PROJECT ESTIMATE	CURRENT PROJECT ESTIMATE	TOTAL AUTHORIZATION TO DATE (INCL. CURRENT REQUEST)
NON-HIGHWAY PLANNING	\$ 54,000.00	\$ 54,000.00	\$ 54,000.00
DESIGN	\$ 0.00	\$ 0.00	\$ 0.00
RIGHT OF WAY	\$ 0.00	\$ 0.00	\$ 0.00
UTILITIES	\$ 0.00	\$ 0.00	\$ 0.00
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 54,000.00</b>	<b>\$ 54,000.00</b>	<b>\$ 54,000.00</b>

4. REMARKS: THIS AUTHORIZATION PROVIDES FEDERAL FUNDS ONLY (\$54,000). THE MATCHING FUNDS (\$13,500) WILL BE PROVIDED BY LFUCG AND WILL NOT FLOW THROUGH THE CABINET. TOTAL COST TO BE PROGRAMMED WITH FHWA IS \$67,500.

PROJECT APPROVAL RECOMMENDED BY:

SIGNED AND APPROVED BY:

*Steve Daman* 4-24-12  
SIGNATURE DATE

*[Signature]* 4/26/12  
SECRETARY OF TRANSPORTATION OR DESIGNATED REPRESENTATIVE

Federal Number :	STPM 3003 (267)	SYP Item No :	07 - 00227.09
Project Type :	Conventional	KYTC File No :	2896
DUNS # :	188593644	eMARS :	86445 01N
Demo ID :		Rural/Urban :	U
Inv Route Number :		Functional System :	N
Beg/End Mile Point :		FA System :	O
Project Length :		On NHS Y/N :	N
Bridge No :		County Name :	Fayette Jessamine
Project Oversight :	State	Congrl District(s) :	6
STIP Ref:	FY11-14, Exh. A-5 pg. 22	KYTC Phase :	Non-Highway
TIP Ref:	FY10-13 pg 26	State Def Field 1:	PROGRAM MANAGEMENT
Env. Doc. Type/Date :	CE Prog. 04/11/2012	State Def Field 2:	5-2-12 <i>esc</i>
Urbanized Area :	Lexington-Fayette 144	State Def Field 3:	

**Project Description**  
 Planning activities to improve air quality and conduct analyses to demonstrate conformity with ozone and particulate matter standards.

**Additional comments**

**Remarks:**  
 Lexington/Fayette Urban County Government will provide the matching funds. (LPA)

CO	IMPR. TYPE	AC	APP	FF %	PRIOR FEDERAL	FEDERAL	STATE	OTHER	TOLL CREDIT	TOTAL
067	18		H230	80%		54,000.00		13,500.00		67,500.00

<b>Project Total</b>	<b>\$54,000.00</b>	<b>\$13,500.00</b>	<b>\$67,500.00</b>
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The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630.112; and its signature constitutes the making of the certifications.

Original	X
Modification	

This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

KYTC Signature:

*[Handwritten Signature]*  
 Date: 5/2/12

FHWA Signature:

*[Handwritten Signature]*  
 Date: 5/23/12

# PROJECT AUTHORIZATION

AUTHORIZATION NO. **86446**

98848 000

IT IS HEREBY ORDERED THAT THE PROJECT HEREIN DESCRIBED BE UNDERTAKEN AND ACCOMPLISHED WITHIN THE FUNDING LEVEL AUTHORIZED

1. PROJECT ID	A: PROJECT ID NUMBER	B: FEDERAL PROJECT NO.	C: DISTRICT HWY ADD	D: COUNTY	E: 6 YR ITEM NUMBER
		STPM 3003 268	07	FAYETTE JESSAMINE	
F: TYPE OF PROJECT	G: ROUTE NUMBER	H: FACILITY NAME		I: SYSTEMS	
099 - NOT APPLICABLE		BICYCLE AND PEDESTRIAN PLANNING			
J: PROJECT LENGTH	K: SCOPE OF PROJECT				
	PLANNING ACTIVITIES TO INCREASE BICYCLE AND PEDESTRIAN SYSTEM ACCESS, DEVELOPING SAFE, HIGH QUALITY INTERCONNECTED FACILITIES FOR BICYCLE AND WALKING AND PROMOTING THEIR USE.				
<b>eMARS 8644601N</b>					
L: NO OF BRIDGES	M: PROGRAM PRIORITY	N: RS ITEM NUMBER		O: 6 YR PLAN PARENT NUMBER	
2. PROJECT PHASE AND RESPONSIBILITY	A. PLANNING	B. DESIGN		C. RIGHT OF WAY	D. UTILITIES
	E. CONSTRUCTION	F. TITLE DEEDED TO:		G. MAINTENANCE	H. OTHER LFUCG
3. FUNDING & TIME ACCOUNTABILITY	PARTICIPATING AGENCIES				
	FEDERAL FHWA		STATE	LOCAL LFUCG	OTHER

### REQUESTED FUNDS FOR THIS AUTHORIZATION

ITEM NUMBER SUFFIX	PHASE	FUND	PROGRAM	FISCAL YEAR		FEDL APPR. CODE	ENACTED 6YR PLAN AMOUNT	% DIFFERENCE VS 6YR AMT	CURRENT FUNDING REQUEST
				FEDERAL	STATE				
	N	1200	FD52	2012	2012	H230			52,800.00
CURRENT ESTIMATE APPROVED BY: BH									DATE: 04/19/2012
<b>CURRENT FUNDING REQUEST TOTAL</b>									<b>52,800.00</b>

### AUTHORIZATION SUMMARY FOR THIS 10-1 SERIES

PHASE	INITIAL PROJECT ESTIMATE	CURRENT PROJECT ESTIMATE	TOTAL AUTHORIZATION TO DATE (INCL. CURRENT REQUEST)
NON-HIGHWAY PLANNING	\$ 52,800.00	\$ 52,800.00	\$ 52,800.00
DESIGN	\$ 0.00	\$ 0.00	\$ 0.00
RIGHT OF WAY	\$ 0.00	\$ 0.00	\$ 0.00
UTILITIES	\$ 0.00	\$ 0.00	\$ 0.00
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 52,800.00</b>	<b>\$ 52,800.00</b>	<b>\$ 52,800.00</b>

4. REMARKS: THIS AUTHORIZATION PROVIDES FEDERAL FUNDS ONLY (\$52,800). THE MATCHING FUNDS (\$13,200) WILL BE PROVIDED BY LFUCG AND WILL NOT FLOW THROUGH THE CABINET. TOTAL COST TO BE PROGRAMMED WITH FHWA IS \$66,000.

PROJECT APPROVAL RECOMMENDED BY:

*Steve Wamsler* 4-24-12  
SIGNATURE DATE

SIGNED AND APPROVED BY:

*[Signature]* 4/26/12  
SECRETARY OF TRANSPORTATION OR DESIGNATED REPRESENTATIVE

Federal Number :	STPM 3003 (268)	SYP Item No :	07 - 00227.09
Project Type :	Conventional	KYTC File No :	2897
DUNS # :	188593644	eMARS :	86446 01N
Demo ID :		Rural/Urban :	U
Inv Route Number :		Functional System :	N
Beg/End Mile Point :		FA System :	O
Project Length :		On NHS Y/N :	N
Bridge No :		County Name :	Fayette Jessamine
Project Oversight :	State	Congr'l District(s) :	6
STIP Ref :	FY 11-14, Exh A-5 page 22	KYTC Phase :	Non-Highway
TIP Ref :	FY10-13 pg 26	State Def Field 1 :	
Env. Doc. Type/Date :	CE Prog. 04/11/2012	State Def Field 2 :	<b>PROGRAM MANAGEMENT</b>
Urbanized Area :	Lexington-Fayette 144	State Def Field 3 :	5.2.12 <i>see</i>

**Project Description**  
 Planning activities to increase bicycle and pedestrian system access, developing safe, high quality interconnected facilities for bicycle and walking and promoting their use.

**Additional comments**

**Remarks:**  
 Lexington/Fayette County Government will provide the matching funds. (LPA)

CO	IMPR. TYPE	AC	APP	FF %	PRIOR FEDERAL	FEDERAL	STATE	OTHER	TOLL CREDIT	TOTAL
67	28		H230	80%		52,800.00		13,200.00		66,000.00

<b>Project Total</b>	<b>\$52,800.00</b>	<b>\$13,200.00</b>	<b>\$66,000.00</b>
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The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630.112; and its signature constitutes the making of the certifications.

Original	X
Modification	

This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

KYTC Signature: *[Signature]*  
 Date: 5/2/12

FHWA Signature: *[Signature]*  
 Date: 5/9/12

# PROJECT AUTHORIZATION

AUTHORIZATION NO. **86447**

98850 000

IT IS HEREBY ORDERED THAT THE PROJECT HEREIN DESCRIBED BE UNDERTAKEN AND ACCOMPLISHED WITHIN THE FUNDING LEVEL AUTHORIZED

1. PROJECT ID	A. PROJECT ID NUMBER	B. FEDERAL PROJECT NO.	C. DISTRICT HWY ADD	D. COUNTY	E. 5 YR. ITEM NUMBER
		STPM 3003 289	07	FAYETTE JESSAMINE	
R. TYPE OF PROJECT		G. ROUTE NUMBER	H. FACILITY NAME		I. SYSTEMS
099 - NOT APPLICABLE			CONGESTION MANAGEMENT PROCESS		
J. PROJECT LENGTH	K. SCOPE OF PROJECT				
	THE CONGESTION MANAGEMENT PROCESS WILL PROVIDE INFORMATION ON TRANSPORTATION SYSTEM PERFORMANCE TO HELP DECISION-MAKERS IDENTIFY, PRIORITIZE, AND IMPLEMENT ALTERNATIVE PROJECTS AND PROGRAMS TO ALLEVIATE CONGESTION AND ENHANCE THE MOBILITY OF PEOPLE AND GOODS.				
<b>eMARS 8644701N</b>					
L. NO OF BRIDGES	M. PROGRAM PRIORITY	N. RS ITEM NUMBER			O. 6 YR PLAN PARENT NUMBER
2. PROJECT PHASE AND RESPONSIBILITY	A. PLANNING	B. DESIGN		C. RIGHT OF WAY	D. UTILITIES
	E. CONSTRUCTION	F. TITLE DEEDED TO:		G. MAINTENANCE	H. OTHER LFUCG
3. FUNDING & TIME ACCOUNTABILITY	PARTICIPATING AGENCIES				
	FEDERAL FHWA _____ STATE _____ LOCAL LFUCG _____ OTHER _____				

### REQUESTED FUNDS FOR THIS AUTHORIZATION

ITEM NUMBER SUFFIX	PHASE	FUND	PROGRAM	FISCAL YEAR		FEDL APPR. CODE	ENACTED 6YR PLAN AMOUNT	% DIFFERENCE VS 6YP AMT	CURRENT FUNDING REQUEST										
				FEDERAL	STATE														
	N	1200	FD52	2012	2012	H230			67,200.00										
<table border="0" style="width: 100%;"> <tr> <td>CURRENT ESTIMATE APPROVED BY:</td> <td>BH</td> <td>DATE</td> <td>04/20/2012</td> <td colspan="5"><b>CURRENT FUNDING REQUEST TOTAL</b></td> <td><b>67,200.00</b></td> </tr> </table>										CURRENT ESTIMATE APPROVED BY:	BH	DATE	04/20/2012	<b>CURRENT FUNDING REQUEST TOTAL</b>					<b>67,200.00</b>
CURRENT ESTIMATE APPROVED BY:	BH	DATE	04/20/2012	<b>CURRENT FUNDING REQUEST TOTAL</b>					<b>67,200.00</b>										

### AUTHORIZATION SUMMARY FOR THIS 10-1 SERIES

PHASE	INITIAL PROJECT ESTIMATE	CURRENT PROJECT ESTIMATE	TOTAL AUTHORIZATION TO DATE (INCL. CURRENT REQUEST)
NON-HIGHWAY	\$ 67,200.00	\$ 67,200.00	\$ 67,200.00
PLANNING	\$ 0.00	\$ 0.00	\$ 0.00
DESIGN	\$ 0.00	\$ 0.00	\$ 0.00
RIGHT OF WAY	\$ 0.00	\$ 0.00	\$ 0.00
UTILITIES	\$ 0.00	\$ 0.00	\$ 0.00
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 67,200.00</b>	<b>\$ 67,200.00</b>	<b>\$ 67,200.00</b>

4. REMARKS: THIS AUTHORIZATION PROVIDES FEDERAL FUNDS ONLY (\$67,200). THE MATCHING FUNDS (\$16,800) WILL BE PROVIDED BY LFUCG AND WILL NOT FLOW THROUGH THE CABINET. TOTAL COST TO BE PROGRAMMED WITH FHWA IS \$84,000.

PROJECT APPROVAL RECOMMENDED BY:

SIGNED AND APPROVED BY:

*Steve Warner* 4-24-12  
SIGNATURE DATE

*[Signature]* 4/26/12  
SECRETARY OF TRANSPORTATION OR DESIGNATED REPRESENTATIVE

Federal Number :	STPM 3003 (269)	SYP Item No :	07 - 00227.09
Project Type :	Conventional	KYTC File No :	2898
DUNS # :	188593844	eMARS :	86447 01N
Demo ID :		Rural/Urban :	U
Inv Route Number :		Functional System :	N
Beg/End Mile Point :		FA System :	O
Project Length :		On NHS Y/N :	N
Bridge No :		County Name :	Fayette Jessamine
Project Oversight :	State	Congr'l District(s) :	6
STIP Ref :	FY11-14, Exh. A-5 pg. 22	KYTC Phase :	Non-Highway
TIP Ref :	FY10-13 pg 26	State Def Field 1 :	<b>PROGRAM MANAGEMENT</b>
Env. Doc. Type/Date :	CE Prog. 04/11/2012	State Def Field 2 :	5-2-12 <i>ooc</i>
Urbanized Area :	Lexington-Fayette 144	State Def Field 3 :	

**Project Description**

The congestion management process will provide information on transportation system performance to help decision-makers identify, prioritize, and implement alternative projects & programs to alleviate congestion & enhance the mobility of people and goods.

**Additional comments**

**Remarks:**

Lexington/Fayette Urban County Government will provide the matching funds. (LPA)

CO	IMPR. TYPE	AC	APP	FF%	PRIOR FEDERAL	FEDERAL	STATE	OTHER	TOLL CREDIT	TOTAL
067	24		H230	80%		67,200.00		16,800.00		84,000.00

<b>Project Total</b>	<b>\$67,200.00</b>	<b>\$16,800.00</b>	<b>\$84,000.00</b>
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The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630.112; and its signature constitutes the making of the certifications.

Original	X
Modification	

This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

KYTC Signature:

*[Handwritten Signature]*  
 Date: 5/2/12

FHWA Signature:

*[Handwritten Signature]*  
 Date: 5/9/12

# PROJECT AUTHORIZATION

AUTHORIZATION NO. **86448**

98852 000

IT IS HEREBY ORDERED THAT THE PROJECT HEREIN DESCRIBED BE UNDERTAKEN AND ACCOMPLISHED WITHIN THE FUNDING LEVEL AUTHORIZED

1. PROJECT ID	A: PROJECT ID NUMBER	B: FEDERAL PROJECT NO.	C: DISTRICT HWY. ADD	D: COUNTY	E: 5 YR ITEM NUMBER
		STPM 3003 270	07	FAYETTE JESSAMINE	
F: TYPE OF PROJECT	G: ROUTE NUMBER	H: FACILITY NAME		I: SYSTEMS	
		MOBILITY COORDINATION			
J: PROJECT LENGTH	K: SCOPE OF PROJECT				
	THE MOBILITY COORDINATION PROGRAM COORDINATES PASSENGER TRIP REQUESTS, ADMINISTERS THE LEXVAN VANPOOL PROGRAM, INCLUDING A MARKETING CAMPAIGN TO PROMOTE ALTERNATIVE TRANSPORTATION MODES AND SERVICES.				
<b>eMARS 8644801N</b>					
L: NO OF BRIDGES	M: PROGRAM PRIORITY	N: RS ITEM NUMBER		O: 5 YR PLAN PARENT NUMBER	
2. PROJECT PHASE AND RESPONSIBILITY	A: PLANNING	B: DESIGN		C: RIGHT OF WAY	D: UTILITIES
	E: CONSTRUCTION	F: TITLE DEEDED TO:		G: MAINTENANCE	H: OTHER LFUGG
3. FUNDING & TIME ACCOUNTABILITY	PARTICIPATING AGENCIES				
	FEDERAL FHWA		STATE	LOCAL LFUGG	OTHER

### REQUESTED FUNDS FOR THIS AUTHORIZATION

ITEM NUMBER SUFFIX	PHASE	FUND	PROGRAM	FISCAL YEAR		FEDL APPR. CODE	ENACTED 5YR PLAN AMOUNT	% DIFFERENCE VS 5YR AMT	CURRENT FUNDING REQUEST
				FEDERAL	STATE				
	N	1200	FD52	2012	2012	H230			102,000.00
CURRENT ESTIMATE APPROVED BY: BH									DATE: 04/20/2012
									<b>CURRENT FUNDING REQUEST TOTAL</b>
									<b>102,000.00</b>

### AUTHORIZATION SUMMARY FOR THIS 10-1 SERIES

PHASE	INITIAL PROJECT ESTIMATE	CURRENT PROJECT ESTIMATE	TOTAL AUTHORIZATION TO DATE (INCL. CURRENT REQUEST)
NON-HIGHWAY	\$ 102,000.00	\$ 102,000.00	\$ 102,000.00
PLANNING	\$ 0.00	\$ 0.00	\$ 0.00
DESIGN	\$ 0.00	\$ 0.00	\$ 0.00
RIGHT OF WAY	\$ 0.00	\$ 0.00	\$ 0.00
UTILITIES	\$ 0.00	\$ 0.00	\$ 0.00
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 102,000.00</b>	<b>\$ 102,000.00</b>	<b>\$ 102,000.00</b>

4. REMARKS: THIS AUTHORIZATION PROVIDES FEDERAL FUNDS ONLY (\$102,000). THE MATCHING FUNDS (\$25,500) WILL BE PROVIDED BY LFUGG AND WILL NOT FLOW THROUGH THE CABINET. TOTAL COST TO BE PROGRAMMED WITH FHWA IS \$127,500.

PROJECT APPROVAL RECOMMENDED BY:

*Steve Jamieson*  
SIGNATURE

4-24-12  
DATE

SIGNED AND APPROVED BY:

*[Signature]*  
SECRETARY OF TRANSPORTATION OR DESIGNATED REPRESENTATIVE

4/26/12

Federal Number :	STPM 3003 (270)	SYP Item No :	07 - 00227.09
Project Type :	Conventional	KYTC File No :	2899
DUNS # :	188593644	eMARS :	86448 01N
Demo ID :		Rural/Urban :	U
Inv Route Number :		Functional System :	N
Beg/End Mile Point :		FA System :	O
Project Length :		On NHS Y/N :	N
Bridge No :		County Name :	Fayette Jessamine
Project Oversight :	State	Congrl District(s) :	6
STIP Ref:	FY11-14, Exh. A-5 pg. 22	KYTC Phase :	Non-Highway
TIP Ref:	FY10-13 pg 26	State Def Field 1:	
Env. Doc. Type/Date :	CE Prog. 04/11/2012	State Def Field 2:	PROGRAM MANAGEMENT
Urbanized Area :	Lexington-Fayette 144	State Def Field 3:	5-2-12 oae

**Project Description**

Mobility program to coordinate passenger trip requests, administer the vanpool program, marketing campaign to promote alternative transportation modes & services.

**Additional comments**

**Remarks:**

Lexington/Fayette Urban County Government will provide the matching funds. (LPA)

CO	IMPR. TYPE	AC	APP	FF%	PRIOR FEDERAL	FEDERAL	STATE	OTHER	TOLL CREDIT	TOTAL
67	18		H230	80%		102,000.00		25,500.00		127,500.00

Project Total

\$102,000.00

\$25,500.00

\$127,500.00

The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630.112; and its signature constitutes the making of the certifications.

Original	X
Modification	

This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

KYTC Signature:

*Ronald B. Rigney*  
Date: 5/2/12

FHWA Signature:

*Gregory D Rawlings*  
Date: 5/9/12



Lexvan List								
Unit #	Model year	Unit Make	Unit Model	VIN #	PO Number	Purchase Price	In-Service Date	Asset ID
07181	1998	FORD	E350 VAN	1FBSS31L3WHA21890	Unavailable	0	07/02/2003	
07186	1999	CHEVY	G30 VAN	1GAHG39RXX1160501	Unavailable	0	07/02/2003	
07187	1999	CHEVY	G30 VAN	1GAHG39R6X1161712	Unavailable	0	07/02/2003	
07188	1999	CHEVY	G30 VAN	1GAHG39R3X1159156	Unavailable	0	07/02/2003	
07191	1999	CHEVY	G30 VAN	1GAHG39R6X1161192	Unavailable	0	07/02/2003	
07194	2001	FORD	E350 VAN	1FBSS31L41HB46406	Unavailable	0	07/02/2003	
07195	2001	FORD	E350 VAN	1FBSS31L61HB46407	Unavailable	0	07/02/2003	
07196	2001	FORD	E350 VAN	1FBSS31L81HB46408	Unavailable	0	07/02/2003	
07255	2006	FORD	E350 VAN	1FBNE31L46HA45961	P89777	22516	10/19/2005	66833
07256	2006	FORD	E350 VAN	1FBNE31L66HA45962	P89777	22516	11/08/2005	66834
07263	2006	FORD	E350 VAN	1FBNE31L86HA45963	P89777	22516	10/20/2005	66841
07279	2006	FORD	E350 VAN	1FBNE31LX6HA67883	P89777	22516	10/19/2005	66857
07283	2006	FORD	E350 VAN	1FBNE31L66DA19028	P93767	21587	06/05/2006	66859
07398	2007	FORD	E350 VAN	1FBNE31LX7DA42118	LF00007563	19902	06/27/2007	97615
07399	2007	FORD	E350 VAN	1FBNE31LX7DA42121	LF00007563	19902	07/26/2007	97616
07400	2007	FORD	E350 VAN	1FBNE31L87DA42120	LF00007563	19902	08/20/2007	97617
07401	2007	FORD	E350 VAN	1FBNE31L7DA42122	LF00007563	19902	06/13/2007	97618
07402	2007	FORD	E350 VAN	1FBNE31L7DA42119	LF00007563	19902	05/22/2007	97619
07411	2007	FORD	E350 VAN	1FBNE31L87DA42117	LF00007563	19902	01/30/2007	69516
07589	2012	FORD	E350 VAN	1FBNE3BL2CDA42705	LF00090158	21388	02/23/2012	97362
07590	2012	FORD	E350 VAN	1FBNE3BL4CDA42706	LF00090158	21388	02/22/2012	97363
07591	2012	FORD	E350 VAN	1FBNE3BL8CDA42708	LF00090158	21388	02/23/2012	97373
07592	2012	FORD	E350 VAN	1FBNE3BL6CDA42710	LF00090158	21388	06/12/2012	97374
07593	2012	FORD	E350 VAN	1FBNE3BL6CDA42707	LF00090158	21388	02/22/2012	97375
07594	2012	FORD	E350 VAN	1FBNE3BLXCDA42709	LF00090158	21388	02/23/2012	97376