

ADDENDUM No. 4

**GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2016
(PUB. L. 114-113, DECEMBER 18, 2015)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2016 TIGER DISCRETIONARY GRANTS)**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

TOWN BRANCH COMMONS CORRIDOR

FHWA FY 2016 TIGER Grant No. 7

SECTION 1. PURPOSE OF ADDENDUM

- a) The purpose of this addendum, Addendum No. 4 (the “Addendum”) to FHWA FY 2016 TIGER Grant No. 7 (“Grant Agreement”), is to recognize and accept modifications to the schedule and budget for the “Town Branch Commons Corridor Project” (“Project”).
- b) This Addendum will constitute a formal amendment to the Grant Agreement which was executed by the U.S. Department of Transportation, the Federal Highway Administration (the “Government” or “FHWA”) and the Lexington-Fayette Urban County Government (the “Recipient”) (collectively the “Parties”). Except as modified, changed and supplemented by this Addendum, all terms and conditions of the original Grant Agreement shall continue in full force and effect.
- c) The following sets out the amendments to the referenced sections of the Grant Agreement:

SECTION 2. AMENDED ARTICLE 1 OF THE GRANT AGREEMENT

a) Section 1.7 of the Grant Agreement is amended and restated in its entirety and will read as follows:

1.7 Fund Obligation.

- (a) As described in Attachment A, this project consists of a Base Phase for Right of Way Acquisition and Utility Relocation in all Zones, and an Option Phase 1 for all Zones 3, 4, 6, and 7) for eligible construction costs.
- (b) This agreement obligates the Base Phase amount of **Two Million Five Hundred Ninety-Four Thousand Three Hundred Thirty-Eight Dollars and Fifty-Eight Cents (\$2,594,338.58)** for eligible costs in the Base Phase.
- (c) This agreement does not obligate funds for Option Phase 1. The parties may, by amendment under article 6, obligate the Option Phase 1 amount of **Eleven Million**

Five Hundred One Thousand Five Hundred Forty-Eight Dollars and Forty-Two Cents (\$11,501,548.42) for eligible costs in Option Phase 1 if the FHWA Kentucky Division Office approves the PS&E for Zones 3, 4, 6, and 7 and the Recipient has met all applicable Federal, State, and local requirements. Further, the approval for the Option Phase 1 is subject to availability of funds.

SECTION 3. AMENDMENT ARTICLE 2 OF THE GRANT AGREEMENT

a) Section 2.2 of the Grant Agreement is amended and restated in its entirety and will read as follows:

2.2 Summary of Project’s Estimated Schedule. (See Attachment B for additional details).

Actual Completion of NEPA (Zone 6):	September 15, 2017
Actual Completion of NEPA (Zones 3, 4, and 7):	November 1, 2017
Actual Start ROW Acquisition (All Zones):	February 15, 2018
Actual End ROW Acquisition (All Zones):	July 31, 2019
Actual Start Utility Relocation (All Zones):	April 15, 2018
Actual End Utility Relocation (All Zones):	July 31, 2019
Actual Completion of Final Design (All Zones):	August 15, 2019
Actual PS&E Approval (All Zones)	September 18, 2019
Actual Construction Start Date (All Zones):	February 20, 2020
Planned Construction Substantial Completion and Open to Traffic Date	January 1, 2024
Budget Period End Date:	April 1, 2024

b) Section 2.8 of the Grant Agreement is amended and restated in its entirety and will read as follows:

2.8 Recipient Contacts.

Doug Burton, PE
Director of Engineering
101 E. Vine Street, 4th Floor
Lexington, Kentucky 40507
(859) 258-3410
wdburton@lexingtonky.gov

and

Brandi Peacher
Director of Project Management
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3150
bpeacher@lexingtonky.gov

and

Theresa Reynolds
Director of Grants and Special Programs
200 E. Main Street
Lexington, KY 40507
(859) 258-3079
teresar2@lexingtonky.gov

SECTION 4. AMENDMENT ARTICLE 8 OF THE GRANT AGREEMENT

a) Section 8.1 of the Grant Agreement is amended and restated in its entirety and will read as follows:

- 8.1 **USDOT Termination.** The USDOT may, in its sole discretion, terminate this agreement and all of its obligations under this agreement if any of the following occurs:
- (a) The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2 and 2.3;
 - (b) The Recipient fails to begin right of way acquisition and utility relocation activities in all zones before **June 15, 2018**;
 - (c) The Recipient fails to begin expenditure of award funds by **May 30, 2018**;
 - (d) The Recipient fails to finish construction (substantial completion) by **April 1, 2024**;
 - (e) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,
 - (f) The USDOT, in its sole discretion, determines that termination of this agreement is in the public interest.

SECTION 5. AMENDED ATTACHMENT A OF THE GRANT AGREEMENT

Attachment A of the Grant Agreement is amended and restated in its entirety and will read as follows:

The project will construct a multimodal greenway through downtown Lexington, including a mixed-use trail, enhanced streetscaping, ADA enhancements to sidewalks and intersections, and safety enhancements, such as upgraded pedestrian signals, access control and mid-block crossing improvements.

The Project will consist of:

- i. a **Base Phase** for right-of-way (ROW) acquisition and utility relocation for all Zones for eligible costs reimbursable under Title 23 of the United States Code, and
- ii. an **Option Phase 1** for all Zones (3, 4, 6, 7) for eligible construction costs reimbursable under Title 23 of the United States Code.

The following activities will be completed as part of this project:

Zone 6 activities:

Zone 6 includes right-of-way acquisition, utility relocation, and the construction of a multi-use asphalt trail, and on-street bike and pedestrian facilities. Other project elements include improved bike and pedestrian crossings, a bridge over Town Branch Creek, and reconstruction of a Town Branch Creek structure.

Design – Professional services for design and engineering of improvements.

Right-of-way Acquisition – Includes total take acquisition of ten parcels and minor easement acquisition for trail.

Utility – Includes the relocation of overhead utilities, including electric distribution and telecommunication facilities along KY 1681 to proposed right-of-way. It also includes the relocation of underground utilities for Town Branch Creek Structure Replacement, including sanitary sewer, gas distribution, water main, and telecommunications duct bank.

Paving – This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, dense graded aggregate (DGA) and crushed stone base (CSB).

Roadway - This encompasses all the work associated with the construction of the roadway components including curb and gutter, pavement/sidewalk removal, earthwork, new sidewalks, bike paths, Maintenance of Traffic (MOT), erosion control, staking and pavers.

Drainage - This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, DGA and CSB.

Bridge - This encompasses all the work associated with the construction of new structures including bridges and retaining walls.

Sewer - This encompasses all the work associated with the construction of the bio swales, rain gardens and sanitary sewer.

Signage - This encompasses all the work associated with the construction of the project roadway and wayfinding signage.

Signalization - This encompasses all the work associated with the construction of the new traffic and pedestrian signals on the project.

Lighting - This encompasses all the work associated with the construction of the roadway lighting items.

Landscaping - This encompasses all the work associated with the construction of the landscaping plans such as trees, plantings, planters, etc.

Miscellaneous - This encompasses all the work associated with miscellaneous items such as streetscape furniture, trash receptacles, benches, building removal, etc.

Mobilization/Demobilization - This encompasses all the work associated with the mobilization (activation of contractor's resources to the project site) and demobilization (removal of equipment and deactivation of resources) of the contractor on the project site.

Construction Management and Inspection – This encompasses all services required to provide construction oversight, inspection, monitoring and testing.

Contingency - This encompasses all the work associated with contingency items which will cover bid units not currently known. The funds will be used for safety alterations that are necessary following as-built assessment, wayfinding signage, amenities and landscaping improvements.

Zones 3, 4, and 7 activities:

Zones 3 and 4 include construction of an urban streetscape providing separated and protected bike and pedestrian facilities. Project elements include improved bike and pedestrian crossings, new traffic signal locations, pedestrian activated traffic signals, green stormwater infrastructure, lighting, and landscaping.

Zone 7 includes the construction of a multi-use asphalt trail. Project elements include improved bike and pedestrian crossings, and improved rail signals.

Design – Professional services for design and engineering of improvements.

Right-of-way Acquisition – Includes minor easement, scope of acquisition dependent on alternative analysis in design phase.

Utility – Will involve valve adjustments and/or minor relocations to the following:

Zone 3 and 4:

- 16” Water line (Kentucky American Water)
- 24” Sanitary Sewer (LFUCG)
- Gas distribution line (Columbia Gas)
- Buried Electric Distribution (Kentucky Utilities)
- Buried Telephone (Windstream)
- Overhead Telephone (AT&T)
- Overhead Electric Distribution (Kentucky Utilities)
- Overhead Telecommunications (KDL)
- Overhead Electric Transmission (Kentucky Utilities)

Zone 7: Will involve valve adjustments and/or minor relocations to the following:

- 12” Water line (Kentucky American Water)
- Sanitary Sewer (LFUCG)
- Gas distribution line (Columbia Gas)
- Overhead Electric Distribution (Kentucky Utilities)
- Buried Telephone (Windstream)

Paving – This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, DGA and CSB

Roadway - This encompasses all the work associated with the construction of the roadway components including curb and gutter, pavement/sidewalk removal, earthwork, new sidewalks, bike paths, MOT, erosion control, staking and pavers.

Drainage - This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, DGA and CSB.

Sewer - This encompasses all the work associated with the construction of the bio swales, rain gardens and sanitary sewer.

Signage - This encompasses all the work associated with the construction of the project roadway and wayfinding signage.

Signalization - This encompasses all the work associated with the construction of the new traffic and pedestrian signals on the project.

Lighting - This encompasses all the work associated with the construction of the roadway lighting items.

Landscaping - This encompasses all the work associated with the construction of the landscaping plans such as trees, plantings, planters, etc.

Miscellaneous - This encompasses all the work associated with miscellaneous items such as streetscape furniture, trash receptacles, benches, building removal, etc.

Mobilization/Demobilization - This encompasses all the work associated with the mobilization (activation of contractor’s resources to the project site) and demobilization (removal of equipment and deactivation of resources) of the contractor on the project site.

Construction Management and Inspection – This encompasses all services required to provide construction oversight, inspection, monitoring and testing.

Contingency - This encompasses all the work associated with contingency items which will cover bid units not currently known. It will be modified as the plans become more detailed. The funds will be used for safety alterations that are necessary following as-built assessment, wayfinding signage, amenities and landscaping improvements.

SECTION 6. AMENDED ATTACHMENT B OF THE GRANT AGREEMENT

Attachment B of the Grant Agreement is amended and restated in its entirety and will read as follows:

All Zones (3, 4, 6, 7)

Major Project Activity	Planned/Actual Start Date	Planned/Actual Completion Date
Preliminary Engineering	N/A	N/A
NEPA		
Zone 6	N/A	September 15, 2017
Zones 3, 4, 7	N/A	November 1, 2017
Final Design (Phase I)		
Zone 6	N/A	N/A
Zones 3, 4, 7	December 9, 2016	August 16, 2017
Final Design (Phase 2):		
Zone 6	September 15, 2017	August 15, 2019
Zones 3, 4, 7	November 6, 2017	July 31, 2019
Base Phase: Right-of-Way (ROW) Acquisition & Utility Relocation		
ROW Acquisition	February 15, 2018	July 31, 2019
Utility Relocation	April 15, 2018	July 31, 2019
Option Phase 1: Construction		

Actual PS&E Approval		
Zone 6	N/A	September 18, 2019
Zones 3, 4, 7	N/A	September 18, 2019
Actual Construction Contract Letting Date		
Zone 6	N/A	November 20, 2019
Zones 3, 4, 7	N/A	November 21, 2019
Construction Start Date: All Zones		February 20, 2020
Paving	August 1, 2020	January 1, 2024
Roadway	February 20, 2020	January 1, 2024
Drainage	February 20, 2020	January 1, 2024
Bridge	July 15, 2020	March 1, 2022
Sewer	February 20, 2020	March 1, 2022
Signage	February 20, 2020	January 1, 2024
Signalization	December 15, 2021	January 1, 2024
Lighting	December 15, 2021	January 1, 2024
Landscaping	January 1, 2022	January 1, 2024
Miscellaneous	July 15, 2020	January 1, 2024
Mobilization/Demobilization	February 20, 2020	January 1, 2024
Contingency	October 1, 2021	January 1, 2024

Planned Construction Substantial Completion
and Open to Traffic Date

January 1, 2024

Budget Period End Date:

April 1, 2024

SECTION 7. AMENDED ATTACHMENT C OF THE GRANT AGREEMENT

Attachment C of the Grant Agreement is amended and restated in its entirety and will read as follows:

ALL ZONES (3, 4, 6, 7)

ESTIMATED Project Budget: ALL ZONES Activity	FY16 TIGER Funds	Match to TIGER Funds¹	Other Federal Funds²	Match to Other Federal Funds	Other Local Funds	Total Project Cost
Design	\$0	\$0	\$1,060,000	\$154,000	\$900,000	\$2,114,000
ROW						
Zone 6	\$2,516,870.90	\$629,217.73	\$0	\$0	\$0	\$3,146,088.63
Zones 3,4,7	\$77,467.68	\$19,366.92	\$0	\$0	\$0	\$96,834.60
Utility	\$350,553.80	\$87,638.45	\$0	\$0	\$0	\$438,192.25
Paving	\$1,446,843.53	\$361,710.88	\$0	\$0	\$0	\$1,808,554.41
Roadway	\$3,497,407.21	\$874,351.80	\$0	\$0	\$0	\$4,371,759.01
Drainage	\$799,887.09	\$199,971.77	\$0	\$0	\$0	\$999,858.86
Bridge	\$161,700.00	\$40,425.00	\$0	\$0	\$0	\$202,125
Sewer	\$26,648.00	\$6,662.00	\$0	\$0	\$0	\$33,310
Signage	\$259,198.66	\$64,799.66	\$0	\$0	\$0	\$323,998.32
Signalization	\$214,841.69	\$53,710.42	\$0	\$0	\$640,000	\$908,552.11
Lighting	\$664,025.48	\$166,006.37	\$0	\$0	\$0	\$830,031.85
Landscaping	\$501,028.40	\$125,257.10	\$0	\$0	\$0	\$626,285.50
Miscellaneous	\$501,010.20	\$125,252.80	\$0	\$0	\$0	\$626,263
Mobilization and Demobilization.	\$525,778.40	\$131,444.60	\$0	\$0	\$0	\$657,223
Construction Management & Inspection Services	\$631,933.76	\$157,983.44	\$0	\$0	\$0	\$789,917.20
<i>Previously Incurred Cost for Construction Management &</i>	<i>\$56,446.24</i>	<i>\$14,111.56</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$70,557.80</i>

¹ Lexington Fayette Urban County Government (LFUCG)

² Congestion Mitigation Air Quality Program (CMAQ) funding and Transportation Alternatives Program (TAP) funding

ESTIMATED Project Budget: ALL ZONES Activity	FY16 TIGER Funds	Match to TIGER Funds¹	Other Federal Funds²	Match to Other Federal Funds	Other Local Funds	Total Project Cost
<i>Inspection Services</i>						
Contingency	\$1,864,245.96	\$466,061.50	\$0	\$0	\$1,777,434	\$4,107,741.46
Total:	\$14,095,887	\$3,523,972	\$1,060,000	\$154,000	\$3,317,434	\$22,151,293

SECTION 8. AMENDED ATTACHMENT D OF THE GRANT AGREEMENT

Attachment D of the Grant Agreement is amended and restated in its entirety and will read as follows:

**ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE**

Study Area: Study area includes roadway and directly adjacent parcels of land on Midland Avenue from its intersection with East Third Street to East Main St, on East and West Vine St from its intersection with East Main Street to its intersection with West Main Street, on West Main Street from its intersection with West Vine Street to its intersection with Tucker Street, and Manchester Street from its intersection with Oliver Lewis Way to its intersection with South Forbes Rd.

Pre-project Measurement Date: October 1, 2018.

Pre-project Report Date: March 15, 2020.

Project Outcomes Report Date: January 1, 2028.

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Crash Rates by Severity	Safety Crash rates will be measured and reported as crashes per 100 million Vehicle Miles Traveled (VMT) and identified by the following severity categories: fatal, injury, and property-damage-only (PDO) crashes.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of January 1, 2025	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning March 1, 2025 , annually
Property Value Increase	Economic Competitiveness	Baseline Measurement: Annual average, accurate as of the Pre-	Baseline Measurement: Pre-project Report Date

Measure	Description and Category of Measure	Measurement Period	Reporting Period
of Private Property	Increase in dollars of assessed fair cash value of privately-owned parcels of land within the project area.	project Measurement Date Interim Performance Measures: Accurate as of January 1, 2025	Interim Performance Measures: For a period of 3 years, beginning March 1, 2025 , annually
Bike and Pedestrian Counts/Trips	<p>Economic Competitiveness</p> <p>Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.</p>	<p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures: Accurate as of January 1, 2025</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Interim Performance Measures: For a period of 3 years, beginning March 1, 2025, annually</p>

SECTION 9. EXECUTION OF ADDENDUM

This Addendum may be executed in counterparts, which constitute one document. The parties shall execute this Addendum in triplicate and intend each countersigned original to have identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute a formal amendment to the Grant Agreement. Except as modified, changed, and supplemented by this Addendum, all terms of the original Grant Agreement shall continue in full force and effect. Upon full execution of this Addendum by the Parties, the effective date will be the date the Government executes this Addendum as set forth below.

EXECUTION BY THE USDOT

Executed this _____ day of _____, 2023.

Todd Jeter
FHWA Kentucky Division Administrator

EXECUTION BY LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this agreement.

Executed this 6th day of March, 2023.



Linda Gorton
Mayor, City of Lexington

EXECUTION BY KENTUCKY TRANSPORTATION CABINET

By signature below, the Kentucky Transportation Cabinet (KYTC) acknowledges that it agrees to act as a limited agent for the Recipient to assist in the receipt and disbursement of the FY 2016 TIGER Discretionary Grant obligated by this agreement and to perform such other administrative and oversight duties with respect to the award and the project as the Recipient and the KYTC shall agree upon between themselves. The KYTC acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the award to the Recipient at Recipient's direction and instructions. Further, the KYTC will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this agreement in compliance with the agreement's terms and conditions.

Executed this _____ day of _____, 2023.

Jim Gray
Secretary, Kentucky Transportation Cabinet