



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #36-2024 Bike and Pedestrian User Counts** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 20, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

SELECTION CRITERIA:

Selection Criteria.

Proposal Evaluation	100 Possible Points
Experience & Qualifications	25 Points
Clarity & Feasibility of Proposed Methodology	30 Points
Timeline & Work plan	20 Points
Cost	20 Points
References	5 Points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified DBE, MBE, WBE and VOSB certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Lynnise Smith	lsmith@wbenc-orv.org	513-487-6537
Kentucky MWBE Certification Pro	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") 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, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance

programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.



Lexington-Fayette Urban County Government

**Town Branch Commons Corridor - Post-Construction
Bike and Pedestrian User Counts
Request for Proposals (RFP) #36-2024**

1. Introduction

Lexington-Fayette Urban County Government (LFUCG) received funding through the Transportation Investment Generating Economic Recovery (TIGER) program through the Federal Highways Administration (FHWA) for the development of pedestrian and bike infrastructure resulting in the Town Branch Commons Corridor. As part of the grant requirements, the project necessitates post-construction bike and pedestrian user counts to evaluate the project's impact and effectiveness.

2. Project Overview

Town Branch Commons is a transformative public-private park and trail system that traces the historic Town Branch Creek through downtown Lexington. It was designed to be a strip of Bluegrass running through downtown. This winding park and trail system roughly follows the path of Town Branch, Lexington's first water source, which is located in a culvert under modern-day Vine St. The Lexington-Fayette Urban County Government has overseen the construction of the Town Branch Commons Corridor. The corridor system includes continuous bike and walking paths, a lush green band through downtown, connecting new and existing parks, and improved water quality. It links our city's two major trails, Town Branch Trail and the Legacy Trail, giving us 22 miles of uninterrupted trail, connecting downtown to our world-famous rural landscape. The LFUCG secured TIGER funds for implementing these bike and pedestrian improvements.

Pre-construction bike and pedestrian counts were carried out in 2018. A Pre-Project Baseline Report was submitted to FHWA in 2020, Exhibit A. Post-construction, LFUCG must conduct identical counts to evaluate the project's impact. These counts are to be conducted annually from through 2027. Reports to FHWA are to be submitted annually indicating the annual counts' findings and a project outcomes report is due to FHWA January 1, 2028 to summarize the project impact.

3. Scope of Work

The selected consultant(s) will be responsible for conducting comprehensive post-construction bike and pedestrian user counts at designated locations along the trail project's route, as outlined in Exhibit B. The documentation should capture the average daily bicycle and pedestrian counts using the National Bicycle and Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts are to be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.

The scope of work includes:

- a) Deployment of appropriate counting equipment and technology to accurately capture bike and pedestrian traffic at designated counting locations at the following:
 - 1. Main Street & Midland Avenue

2. Shropshire & East Third Street
 3. Lewis Street & Midland Avenue
 4. Broadway & West Vine Street
 5. South Limestone & East Vine Street
 6. Manchester Street & Thompson Road
 7. Oliver Lewis Way/Newtown Pike & West Main Street
- b) Collection of data over a specified period to capture variations in user activity across different times of the day and week matching the pre-install count days and times. Reference Exhibit B for counting days and times.
 - c) Analysis of collected data to provide insights into usage patterns, peak hours, and other relevant metrics matching the pre-install assessment methodology. Analysis must produce a quarterly average for road bike activity, trail bike activity, combined (road, trail, & crosswalk) bike activity, and pedestrian activity. Analysis should also determine annual average bikers and pedestrians per hour for the entire corridor.
 - d) Preparation of a report on an annual basis summarizing the findings and an exhibit following the structure of the pre-construction submitted report to FHWA for bike and pedestrian reporting, Exhibit A.

4. Deliverables

The consultant(s) shall deliver the following:

- a) A detailed plan outlining the methodology for conducting the bike and pedestrian user counts.
- b) Raw data collected from the counting equipment, including timestamps, user counts, and any additional relevant information provided in Excel.
- c) A comprehensive report annually, summarizing the analysis of the collected data and presenting key findings.

5. Timeline

The project timeline shall be as follows:

- a) Proposal Submission Deadline: May 20, 2024
- b) Consultant Selection: week of May 20, 2024
- c) Commencement of Work: April 1, 2025
- d) Completion of Data Collection:
 - a. October 1st for each reporting year
 - b. Full contract completion by October 1, 2027
- e) Submission of Final Report:
 - a. Annual Reports due November 1st of each reporting year
 - b. Full contract report submitted by November 1, 2027

6. Proposal Submission

Interested consultants are invited to submit their proposals in accordance with the guidelines provided in this RFP. Proposals should include:

- a) Company profile and relevant experience in conducting similar bike and pedestrian user counts.
- b) Description of the proposed methodology and approach.
- c) Timeline and work plan detailing key milestones and deliverables.
- d) Cost estimate, including a breakdown of expenses and fees.
- e) References from previous clients/projects.

Proposals must be submitted electronically to IonWave no later than 2pm, Monday May 20, 2024.

7. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- a) Experience and expertise in conducting post-construction bike and pedestrian user counts.
- b) Clarity and feasibility of the proposed methodology.
- c) Timeliness and responsiveness to project requirements.
- d) Cost-effectiveness and value for money.
- e) Quality of References provided.

Proposal Evaluation	100 Possible Points
Experience & Qualifications	25 Points
Clarity & Feasibility of Proposed Methodology	30 Points
Timeline & Work plan	20 Points
Cost	20 Points
References	5 Points

We look forward to receiving your proposals and selecting a qualified consultant(s) to support the Town Branch Commons Corridor project.

**Pre-Project Report
March 2020**

**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

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, Newtown Pike from its intersection with Manchester street to its intersection with Fourth Street, and Manchester Street from its intersection with Oliver Lewis Way to its intersection with South Forbes Rd.

Pre-project Baseline Measurement Date: October 1, 2018.

Measure	Description and Category of Measure	Baseline Measurement	
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.	Annual average, accurate as of the Pre-project Measurement Date	Section A
Property Value Increase of Private Property	Economic Competitiveness Increase in dollars of assessed fair cash value of privately-owned parcels of land within the project area.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date	Section B
Bike and Pedestrian Counts/Trips	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.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date	Section C

TIGER Discretionary Grant Performance Report

Grantee	<i>Lexington-Fayette Urban County Government</i>
Project	<i>TIGER Grant FY 2016 Grant No. 7 - Town Branch Commons Corridor</i>

	Crash Rates by Severity: Fatal	
	Date Collected	Data
Baseline	10/2017-10/2018	0
Q1		
Q2		
Q3		
Q4		
Q5		
Q6		
Q7		
Q8		
Q9		
Q10		
Q11		
Q12		
Q13		
Q14		
Q15		
Q16		
Q17		
Q18		
Q19		
Q20		
Q21		
Q22		
Q23		
Q24		

	Crash Rates by Severity: Injury	
	Date Collected	Data
Baseline	10/2017-10/2018	1,045
Q1		
Q2		
Q3		
Q4		
Q5		
Q6		
Q7		
Q8		
Q9		
Q10		
Q11		
Q12		
Q13		
Q14		
Q15		
Q16		
Q17		
Q18		
Q19		
Q20		
Q21		
Q22		
Q23		
Q24		

	Crash Rates by Severity: PDO Property Damage Only	
	Date Collected	Data
Baseline	10/2017-10/2018	6,187
Q1		
Q2		
Q3		
Q4		
Q5		
Q6		
Q7		
Q8		
Q9		
Q10		
Q11		
Q12		
Q13		
Q14		
Q15		
Q16		
Q17		
Q18		
Q19		
Q20		
Q21		
Q22		
Q23		
Q24		

	Property Value Increase of Private Property	
	Date Collected	Data
Baseline	2017	\$2,158,991
Q1		
Q2		
Q3		
Q4		
Q5		
Q6		
Q7		
Q8		
Q9		
Q10		
Q11		
Q12		
Q13		
Q14		
Q15		
Q16		
Q17		
Q18		
Q19		
Q20		
Q21		
Q22		
Q23		
Q24		

Property Value Increase of Private Property	
Average Fair Cash Value/ Acre	
For private property adjacent to project corridor within Entire Study Area	
Date Collected	Data
2018	\$2,174,650

Bike Counts/Trips: Weekday	
Annual Average Daily Bicycle Counts per Hour	
Entire Study Area Combined	
Date Collected	Data
4/2018-9/2018	5

Bike Counts/Trips: Saturday	
Annual Average Daily Bicycle Counts per Hour	
Entire Study Area Combined	
Date Collected	Data
4/2018-9/2018	3

Bike Counts/Trips: Sunday	
Annual Average Daily Bicycle Counts per Hour	
Entire Study Area Combined	
Date Collected	Data
4/2018-9/2018	3

	Date Collected	Data

	Date Collected	Data

Pedestrian Counts/Trips: Sunday	Date Collected	Data
Annual Average Daily Pedestrian Counts per Hour Entire Study Area Combined	4/2018-9/2018	21

Pedestrian Counts/Trips: Saturday	Date Collected	Data
Annual Average Daily Pedestrian Counts per Hour Entire Study Area Combined	4/2018-9/2018	27

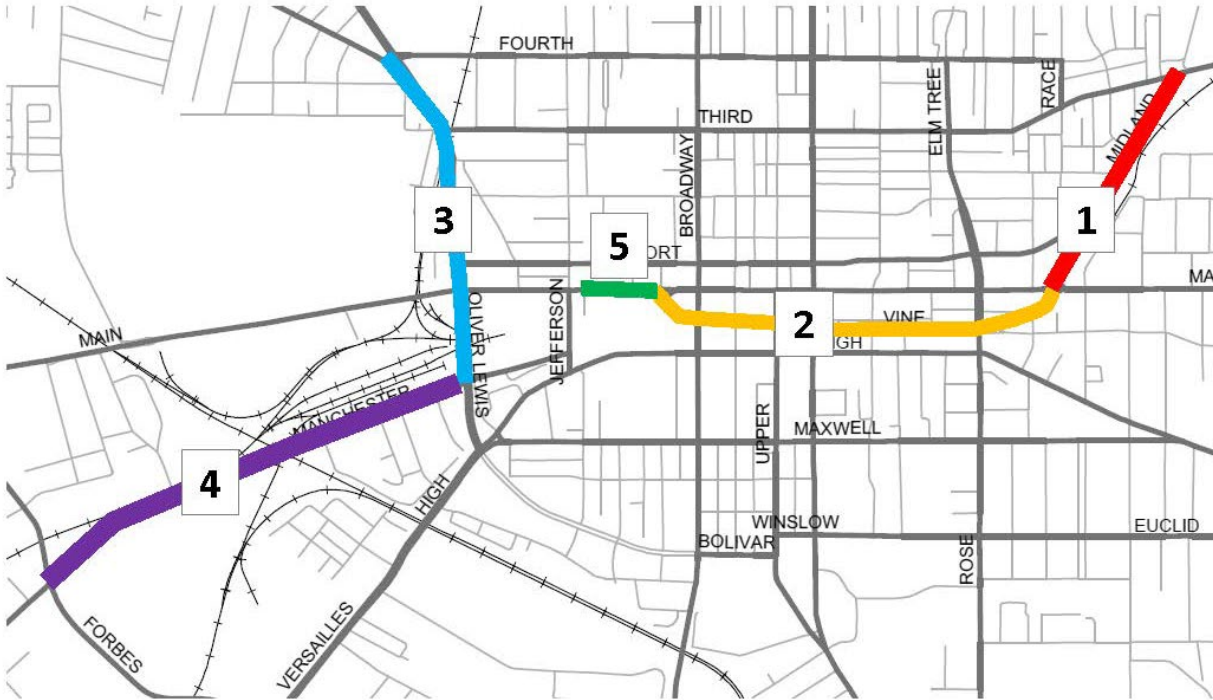
Pedestrian Counts/Trips: Weekday	Date Collected	Data
Annual Average Daily Pedestrian Counts per Hour Entire Study Area Combined	4/2018-9/2018	58

PAPERWORK REDUCTION ACT STATEMENT OF PUBLIC BURDEN: According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 2105-0263. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

Date	Comments
3/13/2020	<ul style="list-style-type: none"> - Crash data collected from Lexington Police Department, VMT data collected from Lexington Area MPO- data merged to create reported crash rates. - Property value information collected from Fayette County, KY Property Valuation Administrator for 417 parcels equaling 229.35 acres. - Bike and Pedestrian counts conducted by LFUCG Traffic Engineering from April through September 2018 for 7 key sites along Midland Avenue (Third to E. Main), Vine Street (West Main to East Main), Newtown Pike (Manchester to Fourth St), and Manchester Street (Forbes to Oliver Lewis Way). Data analyzed to determine annual average counts for entire corridor

Section A: Crash Rates by Severity

Crash rates data has been gathered from Lexington-Fayette Urban County Police Department for 12 months prior to baseline measurement date. Vehicle Miles Traveled (VMT) data was collected from the Lexington MPO and Kentucky Transportation Cabinet. Using both sets of data information was compared to determine the required measurement to be reported as crashes per 100 million Vehicle Miles Traveled (VMT) and have been identified by severity categories.



		Calculated Crash Rates per 100 Million VMT				2018 VMT Calculated from AADT per segment
		CR Fatal	CR Inj	CR Non	CR total	
October 1, 2017 - October 1, 2018						
Midland Ave between E Main St and E Third St-Winchester Rd						
Fatal Collisions	0					
Injury Collisions	13		377	1074	1451	
Non-injury Collisions	37					
Grand Total	50					
Vine St between Midland Ave and W Main St-W Vine St						
Fatal Collisions	0					
Injury Collisions	18		405	2793	3199	4,439,418
Non-injury Collisions	124					
Grand Total	142					
Newtown Pike-Oliver Lewis Way between Manchester St and Georgetown Rd-W Fourth St						
Fatal Collisions	0					
Injury Collisions	9		146	906	1052	6,179,035
Non-injury Collisions	56					
Grand Total	65					
Manchester St between Oliver Lewis Way and S Forbes Rd						
Fatal Collisions	0					
Injury Collisions	3		117	1012	1129	2,568,513
Non-injury Collisions	26					
Grand Total	29					
W Main St between W Vine St and Tucker St						
Fatal Collisions	0					
Injury Collisions	0		0	401	401	747,246
Non-injury Collisions	3					
Grand Total	3					

1

2

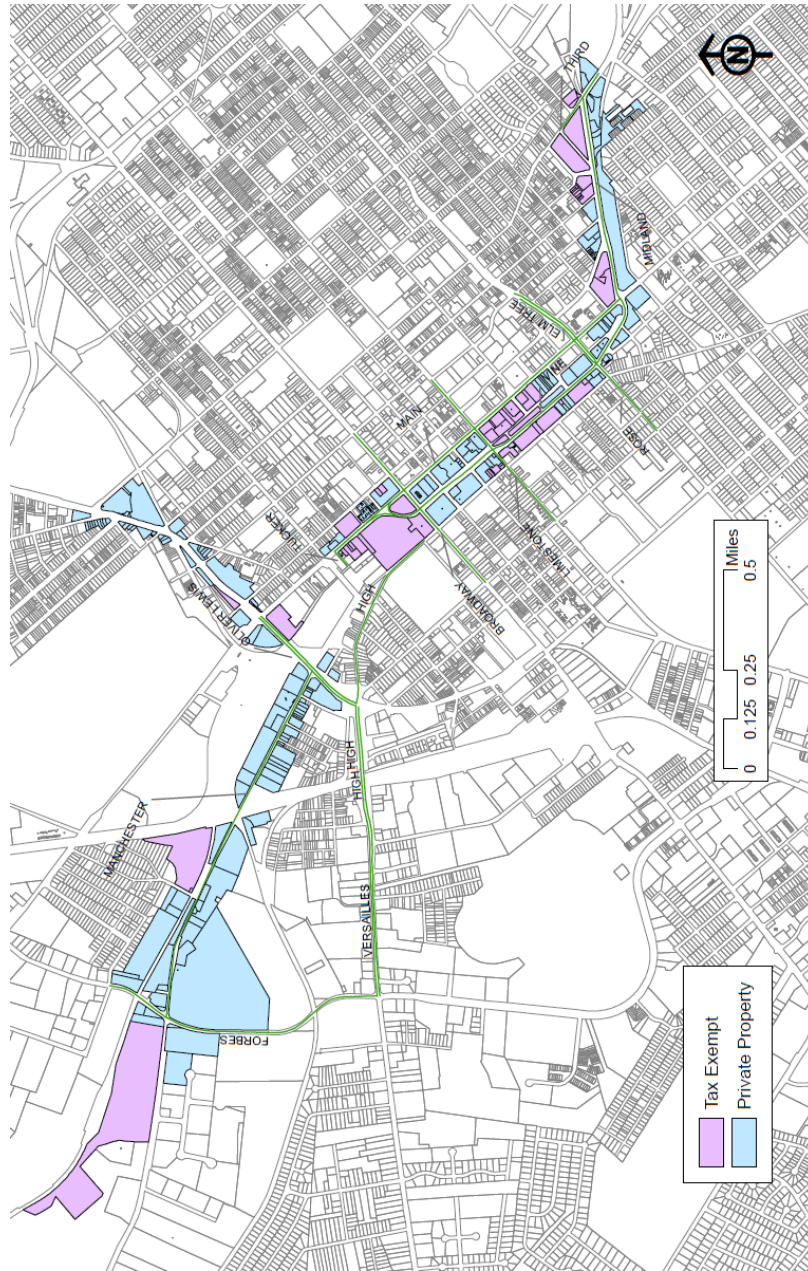
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Section B: Property Value Increase of Private Property

Property value data has been gathered from the Lexington-Fayette County Property Valuation Administrator prior to baseline measurement date. The provided spreadsheet indicates the 2017 and 2018 fair cash values for the private parcels adjacent to the Town Branch Commons Corridor. This baseline data will allow for comparison following project implementation to determine the impact in dollars of assessed fair cash value of privately-owned parcels of land within the project area.



PARID_1	ADDRESS_12	CLASS_12	ZONING_12	TY2017VAL_	TY2018VAL_	Shape_Area	Acreage
38266300	222 MIDLAND AVE #2106	R	MU-3	279500	279900	2312.964818	0.053098366
38258750	222 MIDLAND AVE #1106	R	MU-3	225000	225000	1793.853234	0.041181204
38258740	222 MIDLAND AVE #1105	R	MU-3	229000	229000	1794.707447	0.041200814
38258720	222 MIDLAND AVE #1103	R	MU-3	229900	229900	1795.172955	0.04121115
38258710	222 MIDLAND AVE #1102	R	MU-3	225000	229900	1794.811374	0.0412032
38258700	222 MIDLAND #1101	R	MU-3	239000	239000	2130.603136	0.048911918
38258780	222 MIDLAND AVE #4101	R	MU-3	270000	270000	11887.39565	0.272897054
38266190	222 MIDLAND AVE #5105	R	MU-3	98000	254900	1905.102712	0.04373514
38258800	222 MIDLAND AVE #6101	R	MU-3	405000	405000	17677.12381	0.405810923
38258760	222 MIDLAND AVE #1107	R	MU-3	239000	239000	2127.631079	0.048843689
38258730	222 MIDLAND AVE #1104	R	MU-3	229900	229900	1795.143707	0.041210829
38264600	222 MIDLAND AVE #3101	R	MU-3	265900	265900	2322.329415	0.053313347
38264610	222 MIDLAND AVE #3102	R	MU-3	245800	245800	2298.041087	0.052755764
38264620	222 MIDLAND AVE #3103	R	MU-3	229000	229000	1818.473385	0.041746405
38264630	222 MIDLAND AVE #3104	R	MU-3	264900	264900	2287.727219	0.05251899
38264640	222 MIDLAND AVE #3105	R	MU-3	229000	229000	1884.786105	0.043268781
38264650	222 MIDLAND AVE #3106	R	MU-3	265900	277500	2336.866848	0.053647081
38266150	222 MIDLAND AVE #5101	R	MU-3	98000	279900	2316.37492	0.053176651
38266160	222 MIDLAND AVE #5102	R	MU-3	98000	255000	2335.498285	0.053615663
38266170	222 MIDLAND AVE #5103	R	MU-3	98000	264300	1773.832698	0.040721595
38266180	222 MIDLAND AVE #5104	R	MU-3	98000	274900	2383.844248	0.054725534
38266200	222 MIDLAND AVE #5106	R	MU-3	98000	279900	2318.555159	0.053226702
38266250	222 MIDLAND AVE #2101	R	MU-3	180500	274900	2319.000571	0.053236928
38266260	222 MIDLAND AVE #2102	R	MU-3	259900	268000	1613.284026	0.037035905
38266270	222 MIDLAND AVE #2103	R	MU-3	264900	264900	2016.028714	0.046281851
38266280	222 MIDLAND AVE #2104	R	MU-3	264900	264900	1612.532284	0.037018647
38266290	222 MIDLAND AVE #2105	R	MU-3	264900	264900	2013.76385	0.046229657
38273270	104 W MAIN ST	C	B-2B	0	4375000	99.9996	0.002295675
17022450	610 WINCHESTER RD	I-1	I-1	221000	221000	34038.22	0.781410009
04020590	310 NELSON AVE	E	I-1	71000	71000	22723.05322	0.521649523
38197530	577 E THIRD ST	E	I-1	50000	50000	9198.853394	0.211176616
10015380	621 WINCHESTER RD	C	I-1	385000	385000	44542.21276	1.022548502
16172010	611 WINCHESTER RD	C	P-1	268000	268000	16270.19749	0.373512339
11711850	218 WARNOCK ST	E	R-3	101300	101300	2053.164221	0.047134185
13903900	210 WARNOCK ST	E	B-4	109500	109500	2220.142947	0.050967469
13905300	202 WARNOCK ST	E	B-4	98600	98600	1947.518079	0.044708863
14322407	156 RACE ST	R	B-2A	5100	5100	2023.947646	0.046463445
14322406	154 RACE ST	R	B-2A	5600	5600	1226.917478	0.028166815
12208400	152 RACE ST	R	B-2A	5600	5600	1207.079512	0.027710733
15527700	150 RACE ST	R	B-2A	5600	5600	1198.22411	0.027507441
11511151	148 RACE ST	R	B-2A	5600	5600	1067.313587	0.024502148
11511150	146 RACE ST	R	B-2A	5500	5500	1149.38307	0.026386205
14323000	144 RACE ST	R	B-2A	4000	4000	1269.953957	0.029154131
11351700	142 RACE ST	R	B-2A	4600	4600	404.7616257	0.009292048
10068900	501 E SHORT ST	C	B-4	21800	21800	2165.895432	0.049722117
14324700	164 RACE ST	C	B-2A	87900	87900	24224.79243	0.556124711
11711500	222 WARNOCK ST	E	R-3	81100	81100	1932.99625	0.044375498
11711651	540 GOODLOE ST	E	R-3	90200	90200	1440.111432	0.033060409
16323550	216 WARNOCK ST	E	R-3	161800	161800	3778.071783	0.086732594
15573900	214 WARNOCK ST	E	R-3	208500	208500	4593.735267	0.105457651
16321950	544 GOODLOE ST	E	R-3	135800	135800	2395.339203	0.054989422
15858300	342 E MAIN ST	C	B-2	700000	700000	32015.246	0.734968916
12105681	283 E HIGH ST	C	B-2	108000	108000	4013.170188	0.09212971
14636600	277 E HIGH ST	C	B-2	668800	668800	17841.5891	0.409586527
13627200	200 E MAIN ST	E	B-2	6318500	6318500	16473.90018	0.378188709
11643400	208 E MAIN ST	E	B-2	242000	242000	23370.38287	0.536510167
14051400	216 E MAIN ST	E	B-2	305800	400000	29739.8042	0.68273196
10297400	224 E MAIN ST	C	B-2	650000	650000	15228.32602	0.349594261
14425300	230 E MAIN ST	C	B-2	625000	625000	12730.26442	0.292246658
11736500	236 E MAIN ST	C	B-2	415000	415000	5858.858458	0.134500883
11736300	234 E MAIN ST	C	B-2	265000	695000	6185.920934	0.142009204
12369950	215 E HIGH ST	C	B-2	354300	354300	4976.628284	0.114247865
04038770	100 E MAIN ST	E	B-2B	1500000	1500000	19440.65354	0.446295995
10028630	120 E MAIN ST	M	B-2B	12500000	12500000	99.9996	0.002295675
12290200	117 S UPPER ST	C	B-2B	362000	362000	1998.775479	0.045885571
12290150	113 S UPPER ST	C	B-2B	352700	352700	2254.970002	0.051766988
12754900	240 E MAIN ST	C	B-2	360000	1200000	9985.592268	0.229237655
17181400	10 QUALITY ST	C	B-2	5465600	5465600	17808.94114	0.408837033
04038780	110 S LIMESTONE	E	B-2B	1500000	1500000	20212.97726	0.464026108
04038760	130 E MAIN ST	E	B-2B	220000	220000	2546.617431	0.058462292
13823600	153 S LIMESTONE	E	B-2B	109200	109200	1828.051463	0.041966287

13823700	157 S LIMESTONE	E	B-2B	189600	189600	2531.388324	0.05811268
17172500	123 W HIGH ST	E	B-2B	175800	175800	3980.028078	0.091598441
17172400	121 W HIGH ST	E	B-2B	175800	175800	3535.660443	0.081167595
17172300	117 W HIGH ST	E	B-2B	97200	97200	1845.075823	0.042357113
10130451	109 W HIGH ST	E	B-2B	452400	452400	9639.66077	0.221296161
04038790	120 E MAIN ST	E	B-2B	3001000	3001000	27067.61792	0.621387004
04038800	140 E MAIN ST	E	B-2B	5530000	5530000	22491.33539	0.516330013
04037580	150 E MAIN ST	E	B-2B	2300000	2300000	15032.80375	0.345105687
38249910	156 E MAIN ST	E	B-2B	3000000	3000000	19409.77178	0.445587047
38249920	160 E MAIN ST	E	B-2B	400000	400000	99.9996	0.002295675
38249930	162 E MAIN ST	E	B-2B	1300000	1300000	24103.36721	0.553337172
38214540	514 W SHORT ST	R	B-2B	165000	165000	24.99606726	0.000573831
38214520	514 W SHORT ST	R	B-2B	380000	380000	24.99606726	0.000573831
13804300	424 W SHORT ST	E	B-2B	880000	880000	5806.960968	0.13330948
13376570	418 W SHORT ST	E	B-2B	2115000	2115000	8248.097801	0.189350271
12458600	520 W SHORT ST	R	B-2B	208900	208900	2495.730353	0.057294085
13802900	401 W MAIN ST	C	B-2B	5000000	5000000	61529.94466	1.412533165
14998200	522 W SHORT ST	C	B-2B	170000	170000	5610.647394	0.128802741
12676000	504 W SHORT ST	C	B-2B	68000	68000	3109.348101	0.07136801
38238220	510 W SHORT ST	R	B-2B	346500	346500	53.19890121	0.001221233
38238210	510 W SHORT ST	R	B-2B	304800	304800	53.20168704	0.001221343
38238200	510 W SHORT ST	R	B-2B	246300	246300	53.20168704	0.001221343
38238190	510 W SHORT ST	R	B-2B	346900	346900	53.20168704	0.001221343
12676100	506 W SHORT ST	C	B-2B	58800	58800	2106.878895	0.048367284
17028675	115 ALGONQUIN ST	M	B-2B	285100	285100	1988.157516	0.045641816
13718200	500 W SHORT ST	C	B-2B	250800	250800	1298.70544	0.029814174
15624900	748 W SHORT ST	C	I-1	42500	56500	5680.481262	0.130405906
15556700	213 OLD GEORGETOWN ST	R	R-4	86000	86000	4638.477104	0.106484782
10804801	219 OLD GEORGETOWN ST	R	R-4	65000	65000	3855.788054	0.088516255
11484700	225 OLD GEORGETOWN ST	R	R-4	44900	44900	2140.989712	0.049149902
12356000	227 OLD GEORGETOWN ST	R	R-4	60000	60000	15214.56125	0.349278266
11030100	615 W SECOND ST	R	R-4	5000	5000	1105.650847	0.025382251
04020570	123 NEWTOWN PIKE	E	I-1	42000	42000	20862.60973	0.478939617
04020540	752 W SHORT ST	E	I-1	15000	15000	2199.488515	0.050493308
10498200	208 OLD GEORGETOWN ST	C	R-4	55000	55000	6778.820868	0.15557444
10048790	127 NEWTOWN PIKE	C	I-1	39500	39500	14552.01752	0.334068354
16064900	753 W MAIN ST	C	I-1	14500	14500	1755.89934	0.040309902
04012380	640 W SECOND ST	X	I-1	0	0	15145.67551	0.347696867
10034230	749 W SHORT ST	C	I-1	2000000	2000000	144816.2684	3.324524528
10028680	593 W MAIN ST	C	B-2B	412500	412500	13928.44859	0.319753204
04037950	732 W MAIN ST	E	P-1	2350000	2350000	100668.8118	2.31103792
13861600	771 W MAIN ST	C	I-1	600000	600000	35284.31466	0.810016406
04019760	111 OLIVER LEWIS WAY	X	I-1	0	0	62439.58371	1.433415604
38251570	107 OLIVER LEWIS WAY	X	I-1	0	0	23158.27991	0.531640953
12582400	377 GEORGETOWN ST	R	B-1	35000	35000	3627.188823	0.083268798
14986000	373 GEORGETOWN ST	R	B-1	31100	31100	3824.561949	0.087799861
16887025	385 GEORGETOWN ST	R	B-1	36200	43400	2888.451273	0.066309717
12621300	371 GEORGETOWN ST	C	B-1	75000	75000	3590.923174	0.082436253
16887000	383 GEORGETOWN ST	C	B-1	60000	60000	2958.898955	0.067945339
16537350	271 NEWTOWN PIKE	C	I-1	15000	15000	4064.560602	0.093309472
15671900	245 LEE ST	C	I-1	130000	130000	6628.612052	0.152171994
13324600	347 NEWTOWN PIKE	C	I-1	7600	7600	4178.038224	0.09591456
16091900	330 HICKORY ST	C	I-1	85000	85000	4856.315139	0.111485655
10708600	333 NEWTOWN PIKE	C	I-1	60000	60000	3177.105585	0.072936308
10660600	610 W THIRD ST	C	I-1	250000	250000	26532.03897	0.609091827
14471300	256 NEWTOWN PIKE	C	I-1	20000	20000	7809.256221	0.179275854
14367200	410 GEORGETOWN ST	C	B-1	290000	290000	23518.26068	0.539904974
14366900	338 NEWTOWN PIKE	C	I-1	1000	1000	1668.662874	0.038307229
13198100	352 NEWTOWN PIKE	C	I-1	4300	4300	855.8846296	0.018646407
12618500	344 NEWTOWN PIKE	C	I-1	1500	1500	3033.154386	0.069631843
11245800	362 NEWTOWN PIKE	C	I-1	450000	450000	87904.87461	2.018018242
16099325	330 NEWTOWN PIKE	C	I-1	735400	735400	163956.9516	3.763933691
16377850	301 NEWTOWN PIKE	C	I-1	150000	150000	2568.31339	0.058960362
10249703	275 NEWTOWN PIKE	C	I-1	72500	72500	3413.529221	0.078363848
10708650	329 NEWTOWN PIKE	C	I-1	10000	10000	3297.804956	0.075707184
16173050	307 NEWTOWN PIKE	C	I-1	43500	43500	18702.07402	0.429340542
04025890	196 COX ST	X	I-1	0	0	15726.84323	0.361038642
16150900	812 MANCHESTER ST	C	I-1	170000	927000	30456.55444	0.699186292
16640100	955 TARR TRCE	C	I-1	177000	1200000	78470.84122	1.801442636
10007310	195 S FORBES RD	C	I-2	350000	350000	16511.68694	0.379056174
04019940	1345 OLD FRANKFORT PIKE	E	I-2	3980000	3980000	1264498.616	29.02889384

10014310	1300 OLD FRANKFORT PIKE	C	I-2	40000	40000	6350.612754	0.145790008
21892325	181 S FORBES RD	C	I-2	40000	40000	18586.84516	0.426236115
24949500	1305 OLD FRANKFORT PIKE	C	I-2	140000	140000	46616.49473	1.070167464
20541950	172 S FORBES RD	C	I-1	424500	424500	57199.8046	1.313126827
23233100	1214 LIGGETT ST	C	I-1	87800	87800	17493.41699	0.401593595
10042370	1301 CAHILL DR	C	I-2	455000	455000	133632.3766	3.067777724
23807950	1332 OLD FRANKFORT PIKE	C	I-2	705000	705000	215621.0694	4.949978637
20007710	363 THOMPSON RD	C	I-2	235800	376200	28416.04913	0.652342726
20007720	375 THOMPSON RD	C	I-2	235800	235800	22896.77931	0.525637725
23872400	1206 LIGGETT	C	I-1	700200	700200	279724.0037	6.421579517
20007730	369 THOMPSON RD	C	I-2	360000	360000	41823.25379	0.960129793
12567350	365 OLD VINE ST	C	B-2	3901000	3901000	18358.45817	0.421452208
10010020	345 W VINE ST	R	B-2B	211100	257300	100.0362154	0.002296516
10009830	345 W VINE ST	R	B-2B	200000	345000	99.96725011	0.002294932
10009930	345 W VINE ST	R	B-2B	244500	256300	100.0339051	0.002296462
10010030	345 W VINE ST	R	B-2B	177500	189800	100.041123	0.002296628
10009840	345 W VINE ST	R	B-2B	219800	269300	99.96003229	0.002294767
10009940	345 W VINE ST	R	B-2B	203000	274500	99.96003229	0.002294767
10009720	345 W VINE ST	R	B-2B	219000	268100	100.0434332	0.002296681
10010040	345 W VINE ST	R	B-2B	233500	286400	99.95309342	0.002294607
10009850	345 W VINE ST	R	B-2B	115800	115800	99.96955864	0.002294985
10010060	345 W VINE ST	R	B-2B	225000	288900	100.1150509	0.002298325
38058990	401 W HIGH ST	E	B-2	32940000	32940000	99.9996	0.002295675
10009730	345 W VINE ST	R	B-2B	90000	149300	99.96955864	0.002294985
10009860	345 W VINE ST	R	B-2B	165000	183400	100.0434332	0.002296681
10010070	345 W VINE ST	R	B-2B	211100	257300	99.96025785	0.002294772
10009740	345 W VINE ST	R	B-2B	202500	245200	99.96025785	0.002294772
10010080	345 W VINE ST	R	B-2B	232000	286400	100.0362154	0.002296516
10009750	345 W VINE ST	R	B-2B	202500	245200	99.97186722	0.002295038
10009780	345 W VINE ST	R	B-2B	203300	246300	100.1150509	0.002298325
10010090	345 W VINE ST	R	B-2B	211100	257300	99.96234082	0.00229492
10009760	345 W VINE ST	R	B-2B	110000	120100	100.041123	0.002296628
10009970	345 W VINE ST	R	B-2B	190000	257300	99.96003229	0.002294767
10009980	345 W VINE ST	R	B-2B	211100	350000	99.96025785	0.002294772
10009990	345 W VINE ST	R	B-2B	250000	288900	100.1150509	0.002298325
10032190	230 W MAIN ST	C	B-2B	1250000	1250000	99.9996	0.002295675
10010100	345 W VINE ST	R	B-2B	211100	257300	100.041123	0.002296628
10009870	345 W VINE ST	R	B-2B	145000	161000	99.89568406	0.002293289
10010010	345 W VINE ST	R	B-2B	140000	155900	99.96950525	0.002294984
10009820	345 W VINE ST	R	B-2B	216500	327000	99.96955864	0.002294985
10009910	345 W VINE ST	R	B-2B	203000	245800	99.96955864	0.002294985
10009900	345 W VINE ST	R	B-2B	203000	245800	100.0269663	0.002296303
15858901	368 E MAIN ST	C	B-2	132500	132500	4411.421108	0.101272294
14339600	360 E MAIN ST	C	B-2	1185700	1185700	10409.46413	0.238986414
10009890	345 W VINE ST	R	B-2B	134000	134000	99.9646494	0.002294873
10009880	345 W VINE ST	R	B-2B	259500	259500	99.89337726	0.002293236
10009770	345 W VINE ST	R	B-2B	219800	269300	100.0362154	0.002296516
10009960	345 W VINE ST	R	B-2B	219700	269100	99.967195	0.002294931
15858900	370 E MAIN ST	C	B-2	124200	124200	8709.627621	0.199945538
10010000	345 W VINE ST	R	B-2B	235000	270900	99.95286958	0.002294602
10009920	345 W VINE ST	R	B-2B	375000	450800	100.0362154	0.002296516
10009810	345 W VINE ST	R	B-2B	220000	220000	100.0362154	0.002296516
10010050	345 W VINE ST	R	B-2B	211100	257300	100.0267424	0.002296298
10009800	345 W VINE ST	R	B-2B	219000	268100	99.96234082	0.00229482
10009790	345 W VINE ST	R	B-2B	182400	212900	100.0267424	0.002296298
22408000	1158 MANCHESTER ST	C	I-2	384000	384000	167461.6655	3.844390852
13528056	804 W MANCHESTER RD	C	I-1	207400	207400	15645.85293	0.35917936
14429800	376 E MAIN ST	C	B-2	292100	292100	9332.156916	0.214236844
11112930	325 OLD VINE ST	C	B-2	281800	281800	8640.775322	0.198364906
12405850	576 E THIRD ST	E	I-1	800000	3319500	103541.4063	2.376983615
10048030	310 OLD VINE ST	C	B-2	112700	112700	100.0290527	0.002296351
10048040	310 OLD VINE ST	C	B-2	117300	117300	100.0868444	0.002297678
10048060	310 OLD VINE ST	C	B-2	300000	300000	99.89540684	0.002293283
10048050	310 OLD VINE ST	C	B-2	306400	306400	100.1008704	0.002297995
38205320	515 W MAIN ST	R	B-2B	195000	206600	24.99490869	0.000573804
38205440	515 W MAIN ST	R	B-2B	190000	190000	24.99490869	0.000573804
38205560	515 W MAIN ST	R	B-2B	300000	328200	24.99606726	0.000573831
38205220	515 W MAIN ST	R	B-2B	163900	184700	24.99375017	0.000573778
38205340	515 W MAIN ST	R	B-2B	183400	197000	24.99375017	0.000573778
38205460	515 W MAIN ST	R	B-2B	180000	208600	24.99490869	0.000573804
38205580	515 W MAIN ST	R	B-2B	287000	305100	24.99490869	0.000573804
38205240	515 W MAIN ST	R	B-2B	22800	22800	24.99606726	0.000573831

38205470	515 W MAIN ST	R	B-2B	146100	173300	24.99606726	0.000573831
38205350	515 W MAIN ST	R	B-2B	146100	177000	24.99490869	0.000573804
38205230	515 W MAIN ST	R	B-2B	137600	159700	24.99490869	0.000573804
38205450	515 W MAIN ST	R	B-2B	133100	141700	24.99375017	0.000573778
38205330	515 W MAIN ST	R	B-2B	154300	208600	24.99606726	0.000573831
38205210	515 W MAIN ST	R	B-2B	177000	177000	24.99490869	0.000573804
38205250	515 W MAIN ST	R	B-2B	150000	166000	24.99375017	0.000573778
38205360	515 W MAIN ST	R	B-2B	180600	206300	24.99490869	0.000573804
38205480	515 W MAIN ST	R	B-2B	159300	181000	24.99606726	0.000573831
38205570	515 W MAIN ST	R	B-2B	324600	465000	24.99606726	0.000573831
38205270	515 W MAIN ST	R	B-2B	140000	140000	24.99490869	0.000573804
38205380	515 W MAIN ST	R	B-2B	186600	193700	24.99490869	0.000573804
38205500	515 W MAIN ST	R	B-2B	187500	216600	24.99490869	0.000573804
38205590	515 W MAIN ST	R	B-2B	290000	390800	24.99606726	0.000573831
38205290	515 W MAIN ST	R	B-2B	10000	10000	24.99606726	0.000573831
38205510	515 W MAIN ST	R	B-2B	199100	223000	24.99606726	0.000573831
38205390	515 W MAIN ST	R	B-2B	187000	223000	24.99490869	0.000573804
38205490	515 W MAIN ST	R	B-2B	147000	181000	24.99375017	0.000573778
38205370	515 W MAIN ST	R	B-2B	180600	206300	24.99490869	0.000573804
38205280	515 W MAIN ST	R	B-2B	169000	166000	24.99375017	0.000573778
38205300	525 W MAIN ST	R	B-2B	263200	274600	24.99606726	0.000573831
38205400	525 W MAIN ST	R	B-2B	268300	278400	24.99490869	0.000573804
38205520	525 W MAIN ST	R	B-2B	261100	273100	24.99490869	0.000573804
38205600	525 W MAIN ST	R	B-2B	351000	277300	24.99490869	0.000573804
38205420	525 W MAIN ST	R	B-2B	230000	236700	24.99606726	0.000573831
38205540	525 W MAIN ST	R	B-2B	222500	209500	24.99490869	0.000573804
38205310	525 W MAIN ST	R	B-2B	377400	369800	24.99490869	0.000573804
38205410	525 W MAIN ST	R	B-2B	237900	255100	24.99606726	0.000573831
38205530	525 W MAIN ST	R	B-2B	239000	255900	24.99606726	0.000573831
38205620	525 W MAIN ST	R	B-2B	297000	274800	24.99490869	0.000573804
38205430	525 W MAIN ST	R	B-2B	219000	239200	24.99375017	0.000573778
38205550	525 W MAIN ST	R	B-2B	211000	195100	24.99606726	0.000573831
38205200	515 W MAIN ST	R	B-2B	185800	216000	24.99490869	0.000573804
38205630	525 W MAIN ST	R	B-2B	178000	223500	24.99606726	0.000573831
38205610	525 W MAIN ST	R	B-2B	368000	300000	24.99606726	0.000573831
38205160	513 W MAIN ST	R	B-2B	265000	115000	24.99490869	0.000573804
04020910	339 W VINE ST	C	B-2B	3775000	1820000	25774.11601	0.591692287
13678050	151 E VINE ST	E	B-2B	825000	825000	32450.03393	0.744950274
13678000	101 E VINE ST	E	B-2B	4900000	4900000	12417.98393	0.285077684
16639900	886 MANCHESTER ST	R	I-1	5000	5000	2243.896924	0.051512785
12331200	260 E VINE ST	E	B-2	55500	55500	4598.992657	0.105578344
04018200	239 E HIGH ST	E	B-2	4140000	4140000	51606.01854	1.184711169
10044570	170 E VINE ST	E	B-2	800000	800000	2872.500279	0.065943533
38205180	105 ALGONQUIN ST	C	B-2B	0	0	24.99490869	0.000573804
38155860	260 W VINE ST	C	B-2B	70000	70000	99.9996	0.002295675
38175140	300 W VINE ST	C	B-2B	6000	6000	99.9996	0.002295675
13631202	1115 MANCHESTER ST	C	I-1	106900	106900	40753.97685	0.935582568
38205170	517 W MAIN ST	C	B-2B	189400	189400	24.99490869	0.000573804
13627451	345 W VINE ST	C	B-2B	32000000	32000000	29221.47409	0.670832738
13627453	333 W VINE ST	C	B-2B	17500000	17500000	15797.80375	0.362667671
11314500	1000 MANCHESTER ST	C	B-1	60000	60000	2630.227097	0.060381706
16343100	956 MANCHESTER ST	C	B-4	115000	115000	5682.700992	0.130456864
10014240	201 E VINE ST	X	B-2	0	0	25844.28215	0.59330308
15024775	1 QUALITY ST	X	B-2	0	0	28264.46995	0.648862947
13286800	400 E MAIN ST	C	B-2	521400	521400	17904.41703	0.411028858
38092340	941 MANCHESTER ST	C	I-1	283500	283500	45988.03249	1.055739956
10800600	943 MANCHESTER ST	C	I-1	205700	205700	24150.14788	0.554411108
13956400	890 MANCHESTER ST	C	I-1	20000	20000	3415.639503	0.078412293
14325800	143 MIDLAND AVE	C	B-2A	200000	200000	17143.06127	0.393550534
14324500	155 MIDLAND AVE	C	B-2A	25000	25000	6301.838253	0.1446703
13904500	540 E SECOND ST	C	B-4	1000000	1000000	38454.86196	0.836898475
11674900	858 MANCHESTER ST	C	I-1	70000	70000	19030.05636	0.436869981
10015300	262 E VINE ST	C	B-2	272000	272000	4849.160061	0.111321397
16309500	227 E HIGH ST	C	B-2	347300	347300	11743.90345	0.269602926
13305400	219 E HIGH ST	C	B-2	390000	390000	6750.725348	0.154975329
14922000	209 E HIGH ST	C	B-2	404600	404600	12576.00246	0.288705291
04011050	137 ROSE ST	M	B-2	4000000	4000000	47687.86332	1.094762702
14136900	960 MANCHESTER ST	R	B-1	50300	50300	5441.699073	0.124924221
38205190	106 FELIX ST	C	B-2B	0	0	20.92723923	0.000480423
22785300	1270 MANCHESTER ST	C	I-2	71200	71200	96.36804359	0.002212306
10365300	855 MANCHESTER ST	C	I-1	373500	373500	31053.7618	0.712896276
16162000	899 MANCHESTER ST	C	I-1	970000	970000	50533.53088	1.160080243

10130050	300 W VINE ST	C	B-2B	26500000	26500000	89458.24564	2.053678734
10026310	260 W VINE ST	C	B-2B	11468700	11468700	15003.63219	0.344436001
11112725	200 W VINE ST	C	B-2B	8500000	8500000	76853.19385	1.764306562
10073500	121 MIDLAND AVE	E	B-2A	1968300	1968300	89888.5347	2.063556811
10068800	133 MIDLAND AVE	E	B-2A	872400	872400	44902.8712	1.030828081
50165100	360 THOMPSON RD	E	I-2	989000	989000	360962.672	8.286562719
14677425	250 W MAIN ST	C	B-2B	28000000	28000000	36094.9124	0.82862517
10176000	201 W VINE ST	C	B-2B	628700	628700	2784.531528	0.063924048
12290125	230 W MAIN ST	C	B-2B	2200000	2200000	46175.93605	1.060053628
13852760	276 MIDLAND AVE	C	I-1	280000	280000	42989.36802	0.986900092
10049310	262 MIDLAND AVE	C	B-4	81000	81000	16122.59947	0.370123955
10049320	266 MIDLAND AVE	C	B-1	34800	34800	8325.836985	0.214091758
10049330	270 MIDLAND AVE	C	MU-3	73000	73000	17646.32359	0.405103847
13631200	1008 MANCHESTER ST	C	I-1	590000	590000	50136.89709	1.150984782
04025430	1026 MANCHESTER ST	C	I-1	340000	340000	18490.11904	0.424474725
15558200	1004 MANCHESTER ST	C	B-1	10000	10000	2260.84536	0.051901868
11418900	165 MIDLAND AVE	C	B-4	1125000	1125000	22787.57652	0.523130774
10044100	1256 MANCHESTER ST	C	I-2	870000	870000	46563.80804	1.068957944
11051550	1201 MANCHESTER ST	C	I-2	160400	160400	38713.82398	0.888747107
23052425	1287 MANCHESTER ST	C	I-2	260000	260000	36874.46761	0.846521295
23188900	1281 MANCHESTER ST	C	I-2	32000	32000	10340.6538	0.237388747
26290850	382 THOMPSON RD	E	I-2	2000	5000	2170.140965	0.049819581
38238010	505 W MAIN ST	R	B-2B	150000	150000	27.94699328	0.000641575
38238030	505 W MAIN ST	R	B-2B	340000	361700	27.94944497	0.000641631
38238070	505 W MAIN ST	R	B-2B	340000	340000	27.94818355	0.000641602
38238110	505 W MAIN ST	R	B-2B	400000	400000	27.94944497	0.000641631
38238150	505 W MAIN ST	R	B-2B	900000	900000	27.94821912	0.000641603
38238040	505 W MAIN ST	R	B-2B	225000	240000	27.94944497	0.000641631
38238080	505 W MAIN ST	R	B-2B	252500	252500	27.946985754	0.000641574
38238120	505 W MAIN ST	R	B-2B	250000	250000	27.94818355	0.000641602
38238160	505 W MAIN ST	R	B-2B	482000	425000	27.94944497	0.000641631
38238050	505 W MAIN ST	R	B-2B	270000	270000	27.94821912	0.000641603
38238090	505 W MAIN ST	R	B-2B	257900	257900	27.94821912	0.000641603
38238130	505 W MAIN ST	R	B-2B	265000	265000	27.94944497	0.000641631
38238170	505 W MAIN ST	R	B-2B	602500	602500	27.94821891	0.000641603
38238060	505 W MAIN ST	R	B-2B	260000	272600	27.94944497	0.000641631
38238100	505 W MAIN ST	R	B-2B	270000	270000	27.94818355	0.000641602
38238140	505 W MAIN ST	R	B-2B	270000	277500	27.94818333	0.000641602
38238180	505 W MAIN ST	R	B-2B	545000	450000	27.94944497	0.000641631
22405900	1151 MANCHESTER ST	C	I-2	350000	350000	57287.45599	1.315139026
10044080	1280 MANCHESTER ST	C	I-2	1000000	1000000	1387519.851	31.85307281
38238020	505 W MAIN ST	C	B-2B	25000	41000	27.94699328	0.000641575
38239470	903 MANCHESTER ST	C	I-1	201100	201100	90.65211227	0.002081086
38239480	903 MANCHESTER ST	C	I-1	122000	122000	90.65760303	0.002081212
38239490	903 MANCHESTER ST	C	I-1	130000	130000	90.6548576	0.002081149
38239460	903 MANCHESTER ST	C	I-1	409400	409400	90.6548576	0.002081149
38239500	903 MANCHESTER ST	C	I-1	575000	575000	90.6548576	0.002081149
13904400	535 E SECOND ST	E	B-4	348000	348000	27243.8112	0.625431846
04037910	540 E THIRD ST	E	R-3	700000	700000	114450.6966	2.627426459
12105635	544 W MAIN ST	E	B-2B	739300	739300	25877.72892	0.594070912
12105636	554 W MAIN ST	E	B-2B	85700	85700	5572.200807	0.127920129
16650700	558 W MAIN ST	E	B-2B	70000	70000	3605.298384	0.082766262
04024910	400 W MAIN ST	E	B-2B	60000000	60000000	53980.83791	1.23922952
04024900	435 W HIGH ST	E	B-2B	51959400	51959400	351169.5456	8.061743472
10055630	540 W MAIN ST	E	B-2B	283800	283800	15814.85289	0.363050665
04012750	574 W MAIN ST	E	B-2B	650000	650000	2782.273506	0.063872211
11192800	570 W MAIN ST	E	B-2B	94000	94000	5241.328201	0.120324339
14540300	564 W MAIN ST	E	B-2B	666000	666000	19950.11753	0.457991679
14283400	100 E VINE ST	E	B-2B	7000000	7000000	21279.86352	0.488518446
04037550	112 E VINE ST	X	B-2B	0	0	4463.372348	0.10246493
16162100	896 MANCHESTER ST	C	I-1	40000	40000	7207.949791	0.165471758
13571651	904 MANCHESTER ST	C	B-4	31500	31500	4411.696026	0.101278605
13571652	910 MANCHESTER ST	C	B-4	63000	63000	8460.049595	0.148302332
11029900	912 MANCHESTER ST	C	B-4	156700	156700	7599.714499	0.174465438
16677800	936 MANCHESTER ST	C	B-4	120000	120000	19452.74886	0.446573665
16343000	930 MANCHESTER ST	C	B-4	17300	17300	2946.404565	0.067640142
38039610	926 MANCHESTER ST	C	B-4	60700	60700	3690.019591	0.084711194
14137100	920 MANCHESTER ST	C	B-4	70000	70000	7195.075687	0.16517821
14137000	922 MANCHESTER ST	C	B-4	26000	26000	4446.081114	0.102067978
12105638	314 OLD VINE ST	C	B-2	188600	188600	3972.454322	0.091195003
12213100	146 ROSE ST	C	B-2	100000	100000	3553.413432	0.081575148
26098900	1295 MANCHESTER ST	C	I-2	23000	23000	4832.414169	0.110936964

11252975	100 MIDLAND AVE	C	B-4	6844000	6844000	287859.4524	6.608343719
12442800	444 E MAIN ST	C	B-2A	3900000	3900000	59610.68105	1.368472935
13646490	400 E VINE ST	C	B-2	2900000	2900000	36654.3343	0.84146773
17178790	1063 MANCHESTER ST	C	I-1	572500	572500	35671.94154	0.818915095
12018000	1001 MANCHESTER ST	C	I-1	825000	825000	135238.5127	3.104649053
15487325	1064 MANCHESTER ST	C	I-1	421200	421200	43634.65932	1.001713942
14101654	1044 MANCHESTER ST	C	I-1	500000	500000	35333.19298	0.811138498
15874200	1034 MANCHESTER ST	C	I-1	83000	83000	22750.70181	0.522284247
13631201	1030 MANCHESTER ST	C	I-1	43000	43000	12757.97459	0.292882796
04015790	401 W HIGH ST	E	B-2B	5000000	5000000	57107.25498	1.31100218
21051400	1265 MANCHESTER ST	C	I-2	300000	300000	117028.9832	2.686615776
10028670	579 W MAIN ST	C	B-2B	264000	264000	10251.63779	0.23534522
38250840	1228 MANCHESTER ST	C	I-2	230000	230000	51641.70885	1.185530506
38250830	1224 MANCHESTER ST	C	I-2	370000	465000	19460.20808	0.446744905
15079900	102 W VINE ST	C	B-2B	325300	325300	2070.362633	0.047526986
13823100	106 W VINE ST	C	B-2B	6255800	6255800	13962.41312	0.3205329
16855810	110 W VINE ST	C	B-2B	3268700	3268700	30315.61215	0.695950692
13823350	108 W VINE ST	C	B-2B	275000	275000	7384.498805	0.169524786
04025590	551 W MAIN ST	E	R-4	2500000	2500000	62147.51549	1.42671064
13630300	948 MANCHESTER ST	C	B-4	410000	410000	21000.6532	0.482108659
10028660	565 W MAIN ST	C	B-2B	424600	424600	14295.63146	0.32818254
38244880	529 W MAIN ST	C	B-2B	175000	175000	24.99606726	0.000573831
38252380	1200 MANCHESTER ST	C	I-2	185000	200000	11077.44246	0.254303087
38257440	1186 MANCHESTER ST	C	I-2	300000	485000	171659.8417	3.940767717
13903400	201 MIDLAND AVE	E	B-4	410500	410500	28865.37144	0.662657747
16297400	150 E VINE ST	E	B-2B	1752500	1752500	55969.73852	1.284886396
10022480	1116 MANCHESTER ST	C	I-2	264000	264000	41107.45552	0.943697326
12585800	1120 MANCHESTER ST	C	I-2	375000	375000	30703.84465	0.704863284
12274171	136 ROSE ST	C	B-2	192000	192000	100.0269663	0.002296303
12274170	301 E VINE ST	C	B-2	408000	408000	100.0267424	0.002296298
12470800	107 W VINE ST	C	B-2B	17500000	1000	99.9996	0.002295675
38273240	100 W VINE ST	C	B-2B	0	4375000	25130.70073	0.576921504
38254480	136 ROSE ST	C	B-2	143000	143000	14763.36527	0.338920231
38254470	301 E VINE ST	C	B-2	106300	106300	10372.20501	0.238113063
38258690	218 MIDLAND AVE	R	MU-3	0	0	104786.3956	2.405564638
25642500	1170 MANCHESTER ST	C	I-2	2200000	2500000	17940.09734	0.411847965
10044570	170 E VINE ST	E	B-2	80000	80000	9920.956578	0.227753824
38259620	903 MANCHESTER ST	C	I-1	432300	432300	90.65211227	0.002081086
38259600	505 W MAIN ST	C	B-2B	25000	25000	27.94699328	0.000641575
38265720	519 W MAIN ST	C	B-2B	147500	212700	24.99606726	0.000573831
38265730	521 W MAIN ST	C	B-2B	222700	222700	24.99606726	0.000573831
38273260	121 W VINE ST	C	B-2B	0	4375000	18101.20081	0.415546392
38270060	511 W MAIN ST	R	B-2B	0	115000	24.99606726	0.000573831
				0	0	1311.358306	0.030104644
				0	0	24.99375017	0.000573778
				0	0	9180.342679	0.210751668
				0	0	15370.80247	0.35286507
				0	0	5168.361881	0.118649263
				0	0	24.99606726	0.000573831
				0	0	55993.95197	1.28544426
				0	0	8179.78789	0.187782091
				0	0	8452.802319	0.19404964
				0	0	51185.10031	1.175048217
				0	0	3686.114231	0.084851107
				0	0	24181.86649	0.555139267
				0	0	6789.63801	0.155868641
				0	0	16863.2774	0.38712758
						82138.62942	1.885643467
City Center Total						21843.45127	0.501456641 REMOVED as parcel
38273250	150 W MAIN ST	C	B-2B	0	4375000	21843.45127	0.501456641 REMOVED as parcel

	2017	2018		
TOTAL VALUE	\$495,173,600.00	\$498,765,100.00	229.35	acres
Fair Cash Value Per Acre for entire study area	\$2,158,991.28	\$2,174,650.47	417	parcels
Fair Cash Value Per Parcel for entire study area	\$1,187,466.67	\$1,196,079.38		

Section C: Bike and Pedestrian Counts/Trips

Daily bicycle and pedestrian counts were conducted prior to the baseline measurement deadline by the Lexington-Fayette Urban County Government Division of Traffic Engineering. Consultants hired used National Bicycle & Pedestrian Documentation Project methodology. Key locations were documented by conducting hourly counts at key locations in the study area. Counts were collected on a typical weekday, Saturday and Sunday and were conducted monthly to produce a quarterly average. Data was analyzed to determine the annual average bikers and pedestrians per hour for the entire corridor.

ROAD BIKE ACTIVITY ONLY

Utilization of NBPD Extraction Spreadsheets as of March 2020

OVERALL PROJECT WEEKDAY 2 HOUR COUNT AVERAGE	7	2 hour count multiplied by 1.05	7.35
OVERALL PROJECT SATURDAY 2 HOUR COUNT AVERAGE	6	2 hour count multiplied by 1.05	6.3
OVERALL PROJECT SUNDAY 2 HOUR COUNT AVERAGE	7	2 hour count multiplied by 1.05	7.35

Daily Activity Extrapolation	53	Weekly Estimate	438	Monthly Estimate	1875	Annual Activity Est.	23438
Daily Activity Extrapolation	45	Weekly Estimate	250	Monthly Estimate	1071	Annual Activity Est.	13393
Daily Activity Extrapolation	53	Weekly Estimate	292	Monthly Estimate	1250	Annual Activity Est.	15625

Combined BIKE ACTIVITY ONLY (Road Bike Average + Crosswalk Bike Average)

Utilization of NBPD Extraction Spreadsheets as of March 2020

OVERALL PROJECT WEEKDAY 2 HOUR COUNT AVERAGE	13	2 hour count multiplied by 1.05	13.65
OVERALL PROJECT SATURDAY 2 HOUR COUNT AVERAGE	12	2 hour count multiplied by 1.05	12.6
OVERALL PROJECT SUNDAY 2 HOUR COUNT AVERAGE	11	2 hour count multiplied by 1.05	11.55

Daily Activity Extrapolation	98	Weekly Estimate	813	Monthly Estimate	3,482	Annual Activity Est.	43,527
Daily Activity Extrapolation	90	Weekly Estimate	500	Monthly Estimate	2,143	Annual Activity Est.	26,786
Daily Activity Extrapolation	83	Weekly Estimate	458	Monthly Estimate	1,964	Annual Activity Est.	24,554

PED ACTIVITY ONLY

Utilization of NBPD Extraction Spreadsheet as of March 2020

OVERALL PROJECT WEEKDAY 2 HOUR COUNT AVERAGE	152	2 hour count multiplied by 1.05	159.6
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OVERALL PROJECT SATURDAY 2 HOUR COUNT AVERAGE	105	2 hour count multiplied by 1.05	110.25
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OVERALL PROJECT SUNDAY 2 HOUR COUNT AVERAGE	84	2 hour count multiplied by 1.05	88.2
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Daily Activity Extrapolation	1,140	Weekly Estimate	9,500	Monthly Estimate	40,714	Annual Activity Est.	508,929
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Daily Activity Extrapolation	788	Weekly Estimate	4,375	Monthly Estimate	18,750	Annual Activity Est.	234,375
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Daily Activity Extrapolation	630	Weekly Estimate	3,500	Monthly Estimate	15,000	Annual Activity Est.	187,500
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Final outcomes: Annual average daily bicycle counts per hour

Overall Project Weekday	5
Overall Project Saturday	3
Overall Project Sunday	3

Final outcomes: Annual average daily pedestrian counts per hour

Overall Project Weekday	58
Overall Project Saturday	27
Overall Project Sunday	21

TIGER Grant Measurements

Town Branch Commons Corridor

EXHIBIT B

Bike/Ped Counts		2018							2025							2026							2027						
April																													
	<i>Wednesday</i>	4pm-7pm	18*	x	x					x	x	x				x	x	x				x	x	x					
	<i>Saturday</i>	11am-2pm	21*	x	x					x	x	x				x	x	x				x	x	x					
	<i>Sunday</i>	11am-2pm	22*	x	x					x	x	x				x	x	x				x	x	x					
May																													
	<i>Thursday</i>	4pm-7pm	10	x	x					x	x	x				x	x	x				x	x	x					
	<i>Saturday</i>	11am-2pm	12	x	x					x	x	x				x	x	x				x	x	x					
	<i>Sunday</i>	11am-2pm	13	x	x					x	x	x				x	x	x				x	x	x					
June																													
	<i>Thursday</i>	4pm-7pm	7*	x	x					x	x	x				x	x	x				x	x	x					
	<i>Saturday</i>	11am-2pm	9	x	x					x	x	x				x	x	x				x	x	x					
	<i>Sunday</i>	11am-2pm	10	x	x					x	x	x				x	x	x				x	x	x					
August																													
	<i>Thursday</i>	4pm-7pm	23			x	x	x	x	x				x	x	x	x	x	x				x	x	x	x	x		
	<i>Saturday</i>	11am-2pm	25			x	x	x	x	x				x	x	x	x	x	x				x	x	x	x	x		
	<i>Sunday</i>	11am-2pm	26			x	x	x	x	x				x	x	x	x	x	x				x	x	x	x	x		
September																													
	<i>Friday</i>	4pm-7pm	14			x	x	x	x	x				x	x	x	x	x				x	x	x	x	x			
	<i>Saturday</i>	11am-2pm	15			x	x	x	x	x				x	x	x	x	x				x	x	x	x	x			
	<i>Sunday</i>	11am-2pm	16			x	x	x	x	x				x	x	x	x	x				x	x	x	x	x			
	<i>Friday</i>	4pm-7pm	28			x	x	x	x	x				x	x	x	x	x				x	x	x	x	x			
	<i>Saturday</i>	11am-2pm	29			x	x	x	x	x				x	x	x	x	x				x	x	x	x	x			
	<i>Sunday</i>	11am-2pm	30			x	x	x	x	x				x	x	x	x	x				x	x	x	x	x			

The red-outlined timeframes constitute the scope of this RFP.
 The 2018 counts serve as the template for subsequent years' count dates.



ADDENDUM #1

RFP Number: #36-2024

Date: May 13, 2024

Subject: Bike and Pedestrian User Counts

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

Scope of Work:

The scope of work includes:

- a) Deployment of appropriate counting equipment and technology to accurately capture bike and pedestrian traffic at designated counting locations at the following, and referenced in Exhibit C:

Intersections:

1. Manchester & Thompson Rd
2. Newtown Pike & West Main St
3. South Broadway & West Vine St
4. South Limestone & East Vine St
5. East Main St & East Vine St & Midland Ave
6. Shropshire Ave & Third St

Mid-Block Trail Counts

7. TBT on Manchester between Oliver Lewis Way & Manchester Music Hall Entry
 8. TBC on Vine St between Upper and Limestone
 9. TBC on Vine St between Quality and Rose St
 10. TBC on Midland between Shropshire and Lewis St
- b) Collection of data over a specified period to capture variations in user activity across different times of the day and week matching the pre-install count days and times. Reference Exhibit B for counting days and times.



1. Data collection at intersections to include counts for southbound, westbound, northbound, and eastbound to reflect turning movements and through traffic counts for bike and pedestrian activity.
 2. Data collection at mid-block trail locations to include directional counts for bike and pedestrian activity
- c) Analysis of collected data to provide insights into usage patterns, peak hours, and other relevant metrics matching the pre-install assessment methodology. Analysis must produce a quarterly average for road bike activity, trail bike activity, combined (road, trail, & crosswalk) bike activity, and pedestrian activity. Analysis should also determine annual average bikers and pedestrians per hour for the entire corridor.
- d) Preparation of a report on an annual basis summarizing the findings and an exhibit following the structure of the pre-construction submitted report to FHWA for bike and pedestrian reporting, Exhibit A.

Exhibit B updated and Exhibit C added per this addendum



Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____



TIGER Grant Measurements

Town Branch Commons Corridor

updated **EXHIBIT B**

Bike/Ped Counts	2018							2025							2026							2027																	
	Main & Midland	Shropshire & Third	Broadway & Vine	Limestone & Vine	Manchester & Thompson	Mill & Vine	Newtown & Main	Main & Midland	Shropshire & Third	Broadway & Vine	Limestone & Vine	Manchester & Thompson	Newtown & Main	Manchester @ OLW	Vine @ Upper-Limestone	Vine @ Quality-Rose	Midland @ Shropshire-Lewis	Main & Midland	Shropshire & Third	Broadway & Vine	Limestone & Vine	Manchester & Thompson	Newtown & Main	Manchester @ OLW	Vine @ Upper-Limestone	Vine @ Quality-Rose	Midland @ Shropshire-Lewis	Main & Midland	Shropshire & Third	Broadway & Vine	Limestone & Vine	Manchester & Thompson	Newtown & Main	Manchester @ OLW	Vine @ Upper-Limestone	Vine @ Quality-Rose	Midland @ Shropshire-Lewis		
April																																							
Wednesday	4pm-7pm	18*	x	x				x	x					x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
Saturday	11am-2pm	21*	x	x				x	x					x	x	x	x	x	x						x	x	x	x	x	x						x	x	x	x
Sunday	11am-2pm	22*	x	x				x	x					x	x	x	x	x	x						x	x	x	x	x						x	x	x	x	
May																																							
Thursday	4pm-7pm	10	x	x				x	x					x	x	x	x	x	x						x	x	x	x	x						x	x	x	x	
Saturday	11am-2pm	12	x	x				x	x					x	x	x	x	x	x						x	x	x	x	x						x	x	x	x	
Sunday	11am-2pm	13	x	x				x	x					x	x	x	x	x	x						x	x	x	x	x						x	x	x	x	
June																																							
Thursday	4pm-7pm	7*	x	x				x	x					x	x	x	x	x	x						x	x	x	x	x						x	x	x	x	
Saturday	11am-2pm	9	x	x				x	x					x	x	x	x	x	x						x	x	x	x	x						x	x	x	x	
Sunday	11am-2pm	10	x	x				x	x					x	x	x	x	x	x						x	x	x	x	x						x	x	x	x	
August																																							
Thursday	4pm-7pm	23			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x						x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Saturday	11am-2pm	25			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x						x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Sunday	11am-2pm	26			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x						x	x	x	x	x	x	x	x	x	x	x	x	x	x	
September																																							
Friday	4pm-7pm	14			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x						x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Saturday	11am-2pm	15			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x						x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Sunday	11am-2pm	16			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x						x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Friday	4pm-7pm	28			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x						x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Saturday	11am-2pm	29			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x						x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Sunday	11am-2pm	30			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x						x	x	x	x	x	x	x	x	x	x	x	x	x	x	

The red-outlined timeframes constitute the scope of this RFP. The 2018 counts serve as the template for subsequent years' count dates. Updated per Addendum #1

Exhibit C:
Bike/Ped Count Locations

Intersection Counts

- 1 – Manchester/Thompson Rd
- 2 – Newtown Pike/West Main St
- 3 – Broadway/West Vine St
- 4 – Limestone/East Vine St
- 5 – East Main St/East Vine St/Midland Ave
- 6 – Shropshire/East Third St

Mid-Block Trail Counts

- 7 – Between Oliver Lewis Way & Manchester Music Hall Entry
- 8 – Between Upper & Limestone
- 9 – Between Quality & Rose St
- 10 – Between Shropshire & Lewis St

