

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TOWN BRANCH COMMONS CORRIDOR

FHWA FY 2016 TIGER Grant No. 7

Commented [BP1]: Note to OST: previously approved changes from Amendment #1 and #2 are noted. All newly requested changes for Amendment #3 are identified with a Note to OST comment

This agreement is between the United States Department of Transportation (*the "USDOT"*) and the Lexington-Fayette Urban County Government (*the "Recipient"*). It reflects the selection of the Recipient for an award under the provisions of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113, December 18, 2015), regarding National Infrastructure Investments, as described in the Notice of Funding Opportunity for the Department of Transportation's National Infrastructure Investments Under the Consolidated Appropriations Act, 2016, 81 FR 9935 (February 26, 2016) (*the "NOFO"*). In this agreement, "**FY 2016 TIGER Discretionary Grant**" means an award under those provisions.

ARTICLE 1. AWARD TERMS AND CONDITIONS

- 1.1 **Operating Administration.** The Federal Highway Administration (*the "FHWA"*) will administer this agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.
- 1.2 **Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant impact on the nation, a metropolitan area, or a region. The parties will achieve that purpose by completing the project that was described in the Recipient's technical application, titled "Town Branch Commons Corridor," as modified by the negotiated provisions on the project's material terms and conditions, including the attachments referenced in section 1.8.
- 1.3 **Federal Award Amount.** The USDOT hereby awards a FY 2016 TIGER Discretionary Grant in the amount of **Fourteen Million Ninety Five Thousand Eight Hundred and Eighty Seven Dollars** (\$14,095,887) for the period of performance. The USDOT shall not

provide funding greater than this amount under this agreement. The Recipient acknowledges that USDOT is not liable for payments that exceed this amount.

1.4 **Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.2. Under 2 CFR 200.309, the Recipient shall not charge to this award costs that are incurred after the period of performance.

1.5 **Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the technical application, the USDOT hereby designates the project to be a project in an urban area, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

1.6 **Fund Obligation.**

(a) As described in Attachment A, this project consists of a Base Phase for Right of Way Acquisition and Utility Relocation in all Zones, and an Option Phase 1 for Zones 3, 4, 6, and 7 Construction.

(b) This agreement obligates the Base Phase amount of **Eight Million Eighteen Thousand Dollars (\$ 8,018,000)** for eligible costs in the Base Phase.

(c) This agreement obligates the Option Phase 1 amount of **Six Million Seventy-Seven Thousand Eight Hundred Eighty-Seven Dollars (\$6,077,887)** for eligible costs in Option Phase 1.

Commented [BP2]: Change approved in Addendum #1

1.7 **Federal Award Identification Number.**

The Federal Award Identification Number (*the "FAIN"*) will be generated when the FHWA Division Office authorizes the project in the Fiscal Management Information System ("*FMIS*"). The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.

1.8 **Attachments.** This agreement includes the following attachments as integral parts:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

ARTICLE 2. PROJECT AND RECIPIENT INFORMATION

2.1 **Summary of Project's Statement of Work.** (See Attachment A for additional details).

The project will construct a multimodal greenway through downtown Lexington, including a mixed-use trail, enhanced streetscaping, ADA enhancements to sidewalks and

intersections, and safety enhancements, such as upgraded pedestrian signals, access control and mid-block crossing improvements.

The Project will be constructed in phases consisting of:

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

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

Actual Completion of NEPA (Zone 6):	September 15, 2017
Actual Completion of NEPA (Zones 3, 4, and 7):	November 1, 2017
Actual Start ROW Acquisition (All Zones):	February 15, 2018
Actual End ROW Acquisition (All Zones):	July 31, 2019
Actual Start Utility Relocation (All Zones):	April 15, 2018
Actual End Utility Relocation (All Zones):	July 31, 2019
Actual Completion of Final Design (All Zones):	August 15, 2019
Actual PS&E Approval (All Zones)	September 18, 2019
Actual Construction Start Date (All Zones):	February 20, 2020
Planned Construction Substantial Completion and Open to Traffic Date	October 1, 2021
Period of Performance End Date	May 1, 2022
Planned Project Closeout Date	March 1, 2023

Commented [BP3]: Change approved in **Addendum #1** – to reflect actual ROW, Utility, and Final design dates

Commented [BP4]: Change approved in **Addendum #2** – to reflect actual PS&E and construction start dates

2.3 **Summary of Project’s Estimated Budget.** (See Attachment C for additional details).

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount	\$14,095,887	63.63%
Other Federal Funds ¹ :	\$ 1,060,000	4.79%
State Funds (if any):	\$ 0	0%

¹ This funding source includes \$626,000 in Transportation Alternatives Program (TAP) funding and \$434,000 in Congestion Mitigation and Air Quality (CMAQ) funding (including State forces cost). Match to TAP is included in local funds, State toll credits were used to match the CMAQ funding.

Local Funds ² :	\$ 6,995,406	31.58%
Other Funds (if any):	\$ 0	0%
Total Project Cost:	\$22,151,293	100%

2.4 Recipient Cost Share Certification.

The Recipient hereby certifies that not less than **Three Million Five Hundred Twenty Three Thousand Nine Hundred Seventy One Dollars and Seventy Five Cents (\$3,523,971.75)** in non-Federal funds are committed to fund the project to satisfy the statutory requirement that at least 20% of the project’s costs are funded by non-Federal sources.

2.5 Project’s State and Local Planning Requirements.

State Planning Document:

Kentucky Statewide Transportation Improvement Program (STIP) Fiscal Years 2017-2020 (approved September 2016).

Metropolitan Planning Documents:

Lexington Area Metropolitan Planning Organization Transportation Improvement Program (TIP) FY 2017 – FY 2020 (approved August 2016).

2040 Metropolitan Transportation Plan (Approved August 2016).

2.6 Project’s Environmental Approvals and Processes.

Zones 1-4, and 7 – CE Level 2. Approved November 1, 2017. Approval by the Kentucky Transportation Cabinet (delegated responsibility from Federal Highway Administration).

Zone 6 – CE Level 2. Approved September 15, 2017. Approval by the Kentucky Transportation Cabinet (delegated responsibility from Federal Highway Administration).

2.7 Recipient’s and any Subrecipient’s Unique Entity Identifiers.

Dun and Bradstreet Data Universal Numbering System No. (the “*DUNS No.*”) of the Recipient: 0204287770000

Name of any First-Tier Subrecipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

² The local funding source includes the TIGER area portion of \$10,000,000 bond authorization by Lexington Fayette Urban County Government (LFUCG) and \$1,854,113 in the Fiscal Year (FY) 2018 LFUCG budget. The remaining \$4,858,706 will be used in a non-TIGER area of the project (Zones 1 and 2).

DUNS No. of First-Tier Subrecipient (if applicable – to be reported if/when identified):
N/A

2.8 **Recipient Contacts.**

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

and

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

and

Charlie Lanter
Director of Grants and Special Programs
200 E. Main Street
Lexington, KY 40507
(859) 258-3070
clanter@lexingtonky.gov

ARTICLE 3. GENERAL REPORTING TERMS

- 3.1 **Report Submission.** The Recipient shall send all reports required by this agreement to all of the USDOT contacts who are listed in Section 9.1.
- 3.2 **Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.
- 3.3 **Reporting as History of Performance.** Under 2 C.F.R 200.205, any Federal awarding agency may consider the Recipient's timely submission of the reports that this agreement requires, or the Recipient's failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

- 3.4 **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (*the “OMB”*). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 4. PROGRESS REPORTING

- 4.1 **Quarterly Project Progress Reports.** On or before the 20th day of the first month of each calendar year quarter and until Project Closeout, the Recipient shall submit to the USDOT a Quarterly Project Progress Report with the form and content described in Exhibit H. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year quarter that begins after the date of this agreement.

4.2 **Annual Budget Review and Program Plan.**

- (a) From the date of this agreement until Project Closeout, on or before the 60th day before the end of each Agreement Year, the Recipient shall submit to the USDOT an Annual Budget Review and Program Plan that contains:

- (1) a detailed schedule of activities and milestones for the next Agreement Year;
- (2) an estimate of specific performance objectives, including forecasted expenditures, for the next Agreement Year; and
- (3) a comparison of the approved project budget with an updated estimate of the project costs.

In this agreement, “**Agreement Year**” means 12 months beginning on the date of this agreement or an anniversary of the date of this agreement.

- (b) If the Recipient’s updated estimate of the total project costs exceeds the total project costs in the approved project budget, then the Recipient shall:

- (1) include in the Annual Budget Review and Program Plan either documentation of committed funds to cover the increased costs or a written plan describing how the Recipient will cover the increased costs; and
- (2) meet with the USDOT to discuss the Annual Budget Review and Program Plan.

4.3 **Closeout Reports.** No later than 90 days after the planned construction Final Acceptance/completion date identified in Section 2.2 the Recipient shall:

- (a) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and

(b) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.

4.4 **Project Closeout.** In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the project is closed out. Under 2 CFR 200.343, Project Closeout should occur no later than one year after the Recipient liquidates all obligations under this award and submits the reports identified in section 4.3.

ARTICLE 5. PERFORMANCE REPORTING

5.1 **Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment D.

5.2 **Pre-project Performance Measurement Report.** The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment D, a Pre-project Performance Measurement Report that contains:

(a) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment D, accurate as of the Pre-project Measurement Date that is stated in Attachment D; and

(b) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.

5.3 **Interim Performance Measurement Reports.** After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment D, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table.

5.4 **Project Outcomes Report.** The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment D, a Project Outcomes Report that contains:

(a) a narrative discussion detailing project successes and the influence of external factors on project expectations;

(b) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and

(c) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

ARTICLE 6. AGREEMENT MODIFICATIONS

- 6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.
- 6.2 **Limited Unilateral Modifications.**
- (a) The Recipient may update the contacts who are listed in section 2.8 (Recipient Contacts) by written notice to all of the USDOT contacts who are listed in section 9.1.
 - (b) The USDOT may update the contacts who are listed in section 9.1 (USDOT Contacts) by written notice to all of the Recipient contacts who are listed in section 2.8.
- 6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 6.1 or section 6.2. If an amendment, modification, or supplement is not permitted under section 6.1 and not permitted under section 6.2, it is void.

ARTICLE 7. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 7.1 **Statement of Work Changes.** If the project's activities differ from the statement of work that is described in section 2.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 2.1 and Attachment A.
- 7.2 **Schedule Changes.** If the project's substantial completion date changes to a date that is more than three months after the substantial completion date listed in section 2.2 or the planned project closeout date changes to a date that is after the planned project closeout date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- 7.3 **Budget Changes.**
- (a) If any of the budget amounts that are listed in section 2.3 change from the amounts listed in that section, then the Recipient shall request a modification of this agreement to update section 2.3 and Attachment C. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment C unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
 - (b) If the actual eligible project costs are less than the "Total Project Cost" stated in section 2.3, then the Recipient may reduce non-TIGER funds contributed to the project. But the Recipient shall not reduce below 20% the non-federal share of eligible project costs.

ARTICLE 8. TERMINATION AND EXPIRATION

- 8.1 **USDOT Termination.** The USDOT may, in its sole discretion, terminate this agreement and all of its obligations under this agreement if any of the following occurs:
- (a) The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2 and 2.3;
 - (b) The Recipient fails to begin right of way acquisition and utility relocation activities in all zones before **June 15, 2018**;
 - (c) The Recipient fails to begin expenditure of award funds by **May 30, 2018**;
 - (d) The Recipient fails to finish construction (substantial completion) by **January 1, 2022**;
 - (e) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,
 - (f) The USDOT, in its sole discretion, determines that termination of this agreement is in the public interest.
- 8.2 **Closeout Termination.** This agreement terminates on Project Closeout.
- 8.3 **Fund Liquidation, Adjustment, and Cancellation.**
- (a) The Recipient shall liquidate all obligations under this award not later than 90 days after the period of performance end date that is listed in section 2.2. The Recipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 8.3(c).
 - (b) Liquidation and adjustment of funds under this agreement follow the requirements of 2 CFR 200.343–345.
 - (c) Outstanding FY 16 TIGER Discretionary Grant balances are canceled by statute after **September 30, 2024**, and are then unavailable for any purpose, including adjustments and expenditures.
- 8.4 **Reporting Survival:** The reporting requirements set forth in articles 4 and 5 of this agreement survive the termination of this agreement and the expiration of award funds.

ARTICLE 9. USDOT CONTACTS

- 9.1 **USDOT Contacts.** Except as authorized by the USDOT under section 3.2, the Recipient shall send all notices, reports, and information required by this agreement to all of the following contacts:

David Whitworth
Project Delivery Team Leader
Kentucky Division
330 West Broadway
Frankfort, KY 40601-1981
(502) 223-6741
David.Whitworth@dot.gov

and

FHWA TIGER Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E86-206
Washington, DC 20590
(202) 366-2639
FHWA-TIGER.Reports@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

ARTICLE 10. ADDITIONAL TERMS AND CONDITIONS

- 10.1 **Catalog of Federal Domestic Assistance Information.** This award is under the program titled “National Infrastructure Investments,” with number 20.933 in the Catalog of Federal Domestic Assistance.
- 10.2 **Research and Development Designation.** This award is not for research and development.
- 10.3 **Exhibits.** This agreement includes the following exhibits as integral parts located at: http://ops.fhwa.dot.gov/freight/infrastructure/tiger/fy2016_gr_exhbt/index.htm

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Recipient
Exhibit F	Reimbursement of Project Costs

- Exhibit G Grant Requirements and Contract Clauses
- Exhibit H Quarterly Progress Reports: Format and Content

10.4 **Construction.** If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 12, then the provision in Articles 1 – 12 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

ARTICLE 11. SPECIAL GRANT REQUIREMENTS

11.1 **Railroad Agreement:** As a condition for construction and operation of the Project, on August 30, 2018, the Recipient obtained a written easement, construction, and crossing license agreement with RJ Corman for work and operation within RJ Corman’s right-of-way. The agreement was completed on August 30, 2018.

11.2 There are no other special grant requirements for this project.

Commented [BP5]: Change approved in Addendum #1

ARTICLE 12. EXECUTION

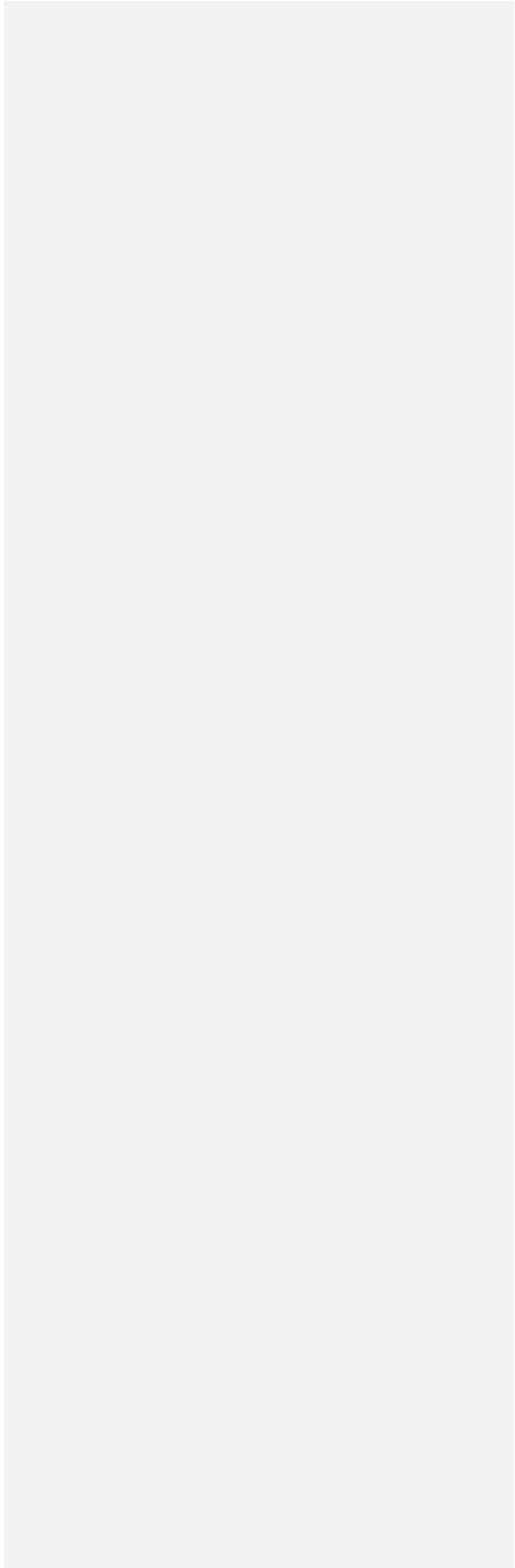
12.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties shall execute this agreement in triplicate and intend each countersigned original to have identical legal effect.

12.2 **Effective Date.** This agreement is effective when fully executed by authorized representatives of the Recipient and the USDOT. The Recipient shall execute this agreement and then submit three original signed copies of the agreement to the USDOT for execution. This instrument constitutes a FY 2016 TIGER Discretionary Grant when it is signed and dated by the authorized official of the USDOT.

EXECUTION BY THE USDOT

Executed this _____ day of _____, 202__.

Todd Jeter
FHWA Kentucky Division Administrator

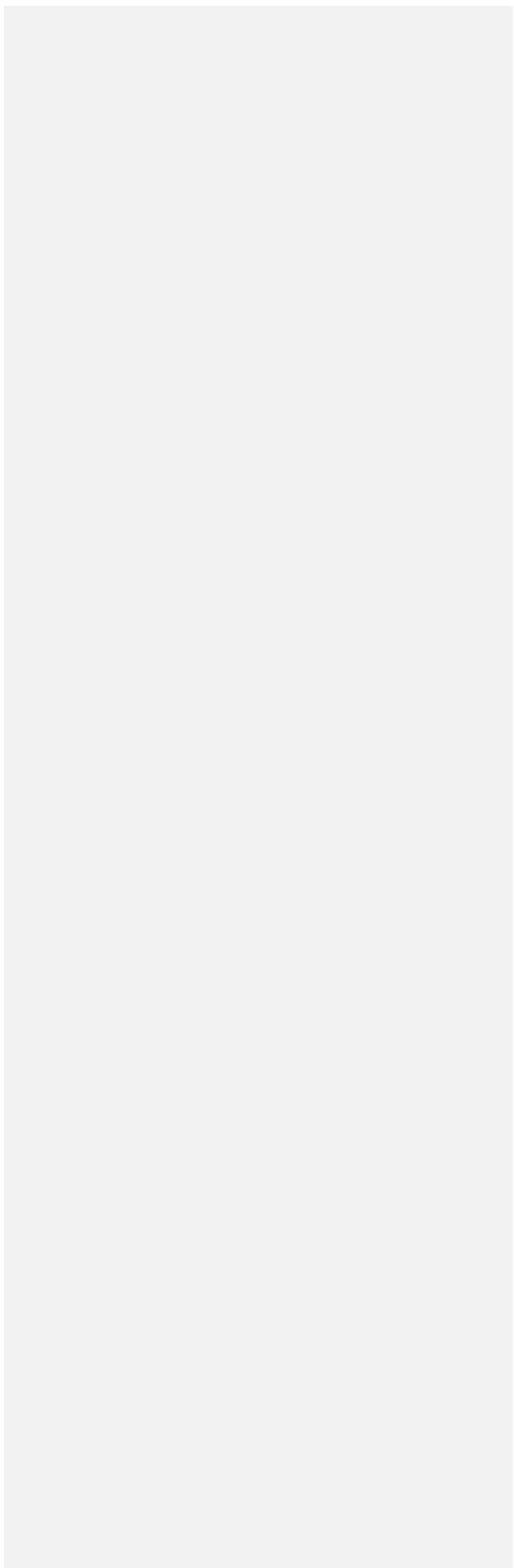


EXECUTION BY LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

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

Executed this _____ day of _____, 202__.

Linda Gorton
Mayor, City of Lexington



EXECUTION BY KENTUCKY TRANSPORTATION CABINET

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

Executed this _____ day of _____, 202__.

Jim Gray Secretary, Kentucky Transportation Cabinet

ATTACHMENT A STATEMENT OF WORK

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

The Project will be consist of:

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

Commented [BP6]: Change approved in **Addendum #1**

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

Zone 6 activities:

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

Design – Professional services for design and engineering of improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contingency - This encompasses all the work associated with contingency items which will cover bid units not currently known. It will be modified as the plans become more detailed.

Commented [BP7]: Change approved in **Addendum #2** – insertion of construction management inspection

Zones 3, 4, and 7 activities:

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

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

Design – Professional services for design and engineering of improvements.

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

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

Zone 3 and 4:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commented [BP8]: Change approved in **Addendum #2** – insertion of construction management inspection

Contingency - This encompasses all the work associated with contingency items which will cover bid units not currently known. It will be modified as the plans become more detailed.

**ATTACHMENT B
ESTIMATED PROJECT SCHEDULE**

All Zones

Commented [BP9]: Change approved in **Addendum #1**- entire table updated to reflect combined project schedule. Table shown is final approved.

Change approved in **Addendum #2** – dates amended to reflect actual PS&E approval, and construction letting, and construction start dates

Major Project Activity	Planned/Actual Start Date	Planned/Actual Completion Date
Preliminary Engineering	N/A	N/A
NEPA		
Zone 6	N/A	September 15, 2017
Zones 3,4,7	N/A	November 1, 2017
Final Design (Phase I)		
Zone 6	N/A	N/A
Zones 3,4,7	December 9, 2016	August 16, 2017
Final Design (Phase 2):		
Zone 6	September 15, 2017	August 15, 2019
Zones 3,4,7	November 6, 2017	July 31, 2019
Base Phase: Right-of-Way (ROW) Acquisition & Utility Relocation		
ROW Acquisition	February 15, 2018	July 31, 2019
Utility Relocation	April 15, 2018	July 31, 2019
Option Phase 1: Construction		
Actual PS&E Approval		
Zone 6	N/A	September 18, 2019
Zones 3,4,7	N/A	September 18, 2019
Actual Construction Contract Letting Date		
Zone 6	N/A	November 20 , 2019
Zones 3,4,7	N/A	November 21 , 2019
Planned Construction Start Date: All Zones	February 20, 2020	March 1, 2022
Paving	August 1, 2020	March 1, 2022

Roadway	February 20, 2020	March 1, 2022
Drainage	February 20, 2020	March 1, 2022
Bridge	July 15, 2020	March 1, 2022
Sewer	February 20, 2020	March 1, 2022
Signage	February 20, 2020	March 1, 2022
Signalization	December 15, 2021	March 1, 2022
Lighting	December 15, 2021	March 1, 2022
Landscaping	January 1, 2022	March 1, 2022
Miscellaneous	July 15, 2020	March 1, 2022
Mobilization/Demobilization	February 20, 2020	March 1, 2022
Contingency	October 1, 2021	March 1, 2022

Planned Construction Substantial Completion
and Open to Traffic Date

October 1, 2021

Period of Performance End Date

May 1, 2022

Planned Project Closeout Date:

March 1, 2023

ATTACHMENT C

ESTIMATED Project Budget: ALL ZONES Activity	FY16 TIGER Funds	Match to TIGER Funds ³	Other Federal Funds ⁴	Match to Other Federal Funds ³	Other Local Funds	Total Project Cost
Design	\$0	\$0	\$1,060,000	\$154,000	\$900,000	\$2,114,000
ROW						
Zone 6	\$2,729,460.52	\$682,365.13	\$0	\$0	\$0	\$3,411,825.65
Zones 3,4,7	\$77,467.68	\$19,366.92	\$0	\$0	\$0	\$96,834.60
Utility <small>*all costs paid from Option Phase- Construction funds</small>	\$350,625.60	\$87,656.40	\$0	\$0	\$0	\$438,282
Paving	\$1,446,843.53	\$361,710.88	\$0	\$0	\$0	\$1,808,554.41
Roadway	\$3,497,407.21	\$874,351.80	\$0	\$0	\$0	\$4,371,759.01
Drainage	\$ 799,887.09	\$ 199,971.77	\$0	\$0	\$0	\$999,858.86
Bridge	\$ 161,700.00	\$ 40,425.00	\$0	\$0	\$0	\$202,125
Sewer	\$ 26,648.00	\$ 6,662.00	\$0	\$0	\$0	\$33,310
Signage	\$259,198.66	\$64,799.66	\$0	\$0	\$0	\$323,998.32
Signalization	\$ 214,841.69	\$ 53,710.42	\$0	\$0	\$640,000	\$908,552.11
Lighting	\$ 664,025.48	\$ 166,006.37	\$0	\$0	\$0	\$830,031.85
Landscaping	\$ 501,028.40	\$ 125,257.10	\$0	\$0	\$0	\$626,285.50
Miscellaneous	\$501,010.20	\$125,252.80	\$0	\$0	\$0	\$626,263
Mobilization and Demobilization.	\$525,778.40	\$131,444.60	\$0	\$0	\$0	\$657,223
Construction Management & Inspection Services	\$751,313.76	\$187,828.44	\$0	\$0	\$0	\$939,142.20
Previously Incurred Cost for Construction	\$56,446.24	\$14,111.56	\$0	\$0	\$0	\$70,557.80

- Commented [BP10]: Change approved in Addendum #1 - ...
- Commented [BP11]: Note to OST: ROW condemnation ...
- Deleted: \$5,200,000
- Deleted: \$1,300,000
- Deleted: \$6,500,000
- Deleted: 6
- Deleted: \$120,000
- Deleted: \$30,000
- Deleted: \$150,000
- Commented [BP12]: Note to OST: Utility has been updated ...
- Deleted: \$180,525.84
- Deleted: \$45,131.46
- Deleted: \$225,657
- Commented [BP13]: Note to OST: Paving, Roadway, ...
- Deleted: \$1,450,975.92
- Deleted: \$362,743.98
- Deleted: \$1,813,720
- Deleted: 2,207,937.73
- Deleted: \$ 551,982.93
- Deleted: \$2,759,915
- Deleted: \$999,859
- Deleted: \$258,599.62
- Deleted: \$64,649.90
- Deleted: \$323,250
- Deleted: \$908,552
- Deleted: \$830,032
- Deleted: \$626,286
- Deleted: \$141,010.40
- Deleted: \$35,252.60
- Deleted: \$176,263
- Commented [BP14]: Note to OST: \$450k of the remaining ...
- Deleted: \$527,754.40
- Deleted: \$131,938.60
- Deleted: \$659,693

³ Lexington Fayette Urban County Government (LFUCG)

⁴ Congestion Mitigation Air Quality Program (CMAQ) funding and Transportation Alternatives Program (TAP) funding

<i>Management & Inspection Services</i>							
Contingency	\$1,532,204.55	\$383,051.14	\$0	\$0	\$1,777,434	\$3,692,689.69	
Total:	\$14,095,887	\$3,523,972	\$1,060,000	\$154,000	\$3,317,434	\$22,151,293	

Commented [BP15]: **Note to OST:** All remaining funds from ROW not reallocated to activities noted above are now found on the contingency line.

Deleted: \$833,198

Deleted: \$208,300

Deleted: \$2,818,932

**ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE**

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

Pre-project Measurement Date: October 1, 2018.

Pre-project Report Date: March 15, 2020.

Project Outcomes Report Date: October 1, 2025.

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Crash Rates by Severity	<p align="center">Safety</p> <p>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.</p>	<p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures: Accurate as of October 1, 2022</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Interim Performance Measures: For a period of 3 years, beginning December 1, 2022, annually</p>
Property Value Increase of Private Property	<p align="center">Economic Competitiveness</p> <p>Increase in dollars of assessed fair cash value of privately-</p>	<p>Baseline Measurement: Annual average, accurate as of the Pre-</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Interim Performance Measures:</p>

	owned parcels of land within the project area.	<p>project Measurement Date</p> <p>Interim Performance Measures:</p> <p>Accurate as of October 1, 2022</p>	For a period of 3 years, beginning December 1, 2022 , annually
Bike and Pedestrian Counts/Trips	<p>Economic Competitiveness</p> <p>Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.</p>	<p>Baseline Measurement:</p> <p>Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures:</p> <p>Accurate as of October 1, 2022</p>	<p>Baseline Measurement:</p> <p>Pre-project Report Date</p> <p>Interim Performance Measures:</p> <p>For a period of 3 years, beginning December 1, 2022, annually</p>