AGREEMENT BETWEEN THE
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
AND THE
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
OLMSTED PARKWAYS SHARED USE PATH SYSTEM
PO2-628-0700008004
$515,200.00

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the Louisville/Jefferson County Metro Government, hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved $515,200.00 in funding for the Olmsted Parkways Shared Use Path System PROJECT and the applicable Catalog of Federal Domestic Assistance number is 20.205-Highway Planning and Construction,

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

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

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

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

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved an Application for CMAQ funds for Olmsted Parkways Shared Use Path System PROJECT that will contribute to the attainment of a national ambient air quality standard; and

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

Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), and 23 Code of Federal Regulations (CFR),

WHEREAS, all Federal-aid projects must also specifically comply with the National Environmental Policy Act (NEPA), Section 4(f) of 49 United States Code (USC) 303, Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the Clean Water Act, the Endangered Species Act, and any other applicable environmental laws and regulations,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed $515,200.00 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to $515,200.00 in Federal reimbursement funding available as authorized in Phases for eligible PROJECT costs and shall be responsible for any costs in excess of $515,200.00 that are necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the Institute of Transportation Engineers' (ITE) Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the CABINET's Standard Specifications for Road and Bridge Construction, edition 2008 as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

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

process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT.

Section 13. Contractor Procurement. When the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Kentucky Model Procurement Code provisions KRS 45A.343, KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112 and FHWA Form 1273. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the

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

Section 14. Contract Administration and Inspection. It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications. This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

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

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

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

contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality.

Section 16. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 17. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 18. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto. Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any RECIPIENT of Federal assistance.

Section 19. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the

following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 20. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal may be set by the RECIPIENT for work on the PROJECT. If a goal is established, the CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Should a DBE goal be established, any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59, Chapter 3 of Title 49 USC and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

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

Section 21. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340.

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

Section 22. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 23. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

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

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

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

Section 26. Americans with Disabilities Act. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

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

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

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

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

Section 30. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect

and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 225-OMB Circular A-87 "Cost Principles for State, Local and Indian Tribunal Governments" or 2 CFR 230-OMB Circular A-122 "Cost Principles for Non-Profit Organizations" or 2 CFR 220-OMB Circular A-21 "Cost Principles for Educational Institutions." If the RECIPIENT has expended more than $500,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations" audit reports within 9 months of their fiscal year end. The RECIPIENT shall provide the CABINET with copies of any audits or reviews prepared as a result of that Act.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(7), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the

contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 31. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 32. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

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

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

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

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

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

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

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PO2-628-0700008004
$515,200.00

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

KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

_____
Attorney
Transportation Cabinet

Date: _____

Commonwealth of Kentucky

_____
Joseph W. Prather, Secretary
Transportation Cabinet

Date: _____

LOCAL PUBLIC AGENCY:

Approved as to form and legality:

_____
Attorney
Louisville/Jefferson County Metro Government

Date: _____

Louisville/Jefferson County Metro Government

_____
Jerry Abramson
Mayor

Date: _____

Have Seen, Acknowledged And Agreed To By:

_____
Owner of Property

Date: _____

_____
Attorney

Date: _____

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

Initiate the design and construction of a new shared-use path system that connects the Southern, Eastern, Algonquin and Southwestern Parkways. The routes are a segment on Algonquin Parkways from 41st Street to Wilson Avenue.

Budget

CMAQ funds will be used to pay for 80% of the project cost. The local match requirement will be met through cash from Louisville Metro General Funds.

	CMAQ	**MATCH**
Mobilization/Demobilization	**$4,000.00**	**$1,000.00**
Site Preparation and Demolition – Sidewalk removal/hauling	**$34,080.00**	**$8,520.00**
Site Construction - *Bituminous Asphalt & Base*	**$230,400.00**	**$57,600.00**
Site Construction - *Embossed Bituminous Crosswalks*	**$22,400.00**	**$5,600.00**
Site Construction - *Detectable Warning Pavers*	**$3,840.00**	**$960.00**
Site Construction - *Misc. Drainage Adjustments*	**$24,000.00**	**$6,000.00**
Site Construction - *C.I.P. Concrete (Sidewalk)*	**$45,120.00**	**$11,280.00**
Site Construction - *Maintenance of Traffic*	**$12,000.00**	**$3,000.00**
Erosion & Sediment Control, Topsoil and Grass Seed	**$15,904.00**	**$3,976.00**
Site Amenities and Signage – *Signage (Bus Shelters and Others)*	**$2,400.00**	**$600.00**
Site Amenities and Signage – *MUTCD Signage*	**$800.00**	**$200.00**
Site Amenities and Signage – *Multiuse Path Signage*	**$3,200.00**	**$800.00**
Site Amenities and Signage – *Benches*	**$800.00**	**$200.00**
Site Amenities and Signage – *Water Fountain*	**$2,000.00**	**$500.00**
Site Amenities and Signage – *Bike Racks*	**$2,000.00**	**$500.00**
Site Amenities and Signage – *Trail Signage*	**$4,000.00**	**$1,000.00**
Site Amenities and Signage – *Trash Receptables*	**$800.00**	**$200.00**
Site Amenities and Signage – *Pedestrian Signalization (Countdown Clock)*	**$24,000.00**	**$6,000.00**
Site Amenities and Signage – *Lane Symbols*	**$1,920.00**	**$480.00**
Contingency	**$43,374.00**	**$10,843.00**
Engineering/Design Cost	**$38,162.00**	**$9,541.00**
TOTALS	**$515,200.00**	**$128,800.00**
TOTAL PROJECT COST	**$644,000.00**	

ATTACHMENT B

ATTACH A "MAINTENANCE PLAN" HERE

The Parks Department oversees and maintains all parkway land on behalf of Louisville Metro Government.

The Department of Public Works is responsible for facilities within the public right-of-way, including the parkways and city–owned property.

Kentucky Transportation Cabinet, District 5 office, has limited responsibility relative to the Olmsted Parkways system such as maintaining the roadway pavement on selected parkways in finite locations.

ATTACHMENT C

ATTACH A "RESOLUTION" HERE

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

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SAMPLE RESOLUTION

Whereas, the SAFETEA-LU federal reimbursement Agreement is in the amount of $_____ for the _____*Name of Project*_____, and

Whereas, the City of _____ does hereby authorize Mayor _____ to sign the above mentioned Agreement, as well as any other necessary documents relating to the project.

or

Whereas, the _____ County Fiscal Court does hereby authorize County Judge Executive _____ to sign the above mentioned Agreement, as well as any other necessary documents relating to the project.

The vote taken on said Resolution, the result being as follows:

Motion Carried - Yes No *(Please circle one)*

Signature _____ **Date** _____

Title _____

Witness _____

WE MUST HAVE A RESOLUTION FROM THE CITY/COUNTY APPROVING THIS AGREEMENT AND INDICATING THE MAYOR'S/JUDGE'S AUTHORITY TO ENTER INTO THIS AGREEMENT FOR AND BY THE CITY/COUNTY. THE RESOLUTION SHOULD BE ADOPTED, SIGNED, AND SUBMITTED AS AN ATTACHMENT TO THIS AGREEMENT. WE WILL NOT ESTABLISH A PROJECT ACCOUNT OR EXECUTE THE AGREEMENT WITHOUT THE RESOLUTION

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ATTACHMENT D
LOCAL PUBLIC AGENCY INVOICE

Project Name:	

Vendor Name:	**Louisville/Jefferson County Metro Government**	**Vendor Invoice No:**	
Vendor Address:	**P O Box 37280**	**Date of Request:**	
	Louisville, KY 40233	**Billing Period Service From – Service To (MM/DD/YY):**	**/ /2009 - / /2009**
Contact Name:	**Milana Boz**	**Contract Number:**	**PO2-628-0700008004**
Contact Title:		**Authorization Number:**	**8061701N**
Telephone Number:	**502-456-8138**	**Federal Numbers:**	**20.205 (CFDA), CM 3001 (307)**

Budget Line Item	**Contract (Federal) Amount**	**Contract (Federal) Amount Paid To Date**	**Current Request**	**Contract (Federal) Amount Remaining**
GRAND TOTALS				

TOTAL REQUEST FOR REIMBURSEMENT AS A RESULT OF THIS INVOICE	

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

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

Signature

Print Name

Title

Date

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Kentucky Transportation Cabinet (KYTC) / Federal Highway Administration (FHWA)

Project Development Checklist & Certification (PDC&C)

Revised April 1, 2009

Project Information

KYTC Item No.:
Federal Project No.:
County:
Route:
Description:

Engineer's Estimate:
Contract ID:
Letting Date:

Introduction

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

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

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

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

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

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

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

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

Planning

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

Environment

Checklist Item	Yes	No	N/A or See Attached Comments
1. Has the environmental documentation for the project been approved? (23 CFR 771) □ **Programmatic Categorical Exclusion (PCE)** Date Approved _____ □ **Categorical Exclusion Level 1 (CE-1)** Date Approved _____ □ **Categorical Exclusion Level 2 (CE-2)** Date Approved _____ □ **Categorical Exclusion Level 3 (CE-3)** Date Approved _____ □ **Environmental Assessment (EA) / FONSI** Date of FONSI _____ □ **Environmental Impact Statement (EIS) / ROD** Date ROD Signed _____			
2. Is a reassessment or re-evaluation of the environmental document needed? (23 CFR 771.129)			
3. Have environmental commitments been incorporated into the final design and contract documents? Y □ N □ N/A □ **Historic Preservation** (36 CFR 800) Prop./Plan Ref. _____ Y □ N □ N/A □ **Stream/Wetland Mitigation** (23 CFR 777) Prop./Plan Ref. _____ Y □ N □ N/A □ **Noise Abatement** (23 CFR 772) Prop./Plan Ref. _____ Y □ N □ N/A □ **Section 4f** (23 CFR 771.135) Prop./Plan Ref. _____ Y □ N □ N/A □ **Endangered Species Act** (50 CFR 402.12(c)) Prop./Plan Ref. _____ Y □ N □ **Other** _____ Prop./Plan Ref. _____			

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

Right-of-Way & Utilities

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

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Plans & Specifications

Checklist Item	Yes	No	N/A or See Attached Comments
1. Have all comments and issues from previous review reports, meeting summaries, etc. been satisfactorily addressed?			
2. Do the contract plans describe the location and design features and the construction requirements in sufficient detail to facilitate construction and the estimation of construction costs of the project? (23 CFR 630.205) **Do the contract plans contain the following:** Y □ N □ **Title Sheet** Y □ N □ **Typical Sections** Y □ N □ **Summary of Quantities** Y □ N □ **Plan Sheets** Y □ N □ **Profile Sheets** Y □ N □ **Drainage Sheets** Y □ N □ **Cross Sections** Y □ N □ **Traffic Control Plans** Y □ N □ **Signing Plans** Y □ N □ **Lighting Plans** Y □ N □ **Traffic Signal Plans** Y □ N □ **Special Detail Sheets** Y □ N □ **Structure/Bridge Plans** Y □ N □ **Utility Relocation Plans** **Other** _____			
3. Does the design conform to Federal-aid design standards for geometric and structural design of highways as described in Title 23 Code of Federal Regulations Part 625 and/or KYTC policy and guidance manuals? (23 CFR 625 & http://transportation.ky.gov/KYTCI-Forms/PolicyManuals.htm)			
4. Are any design exceptions incorporated into this project? (23 CFR 625.3(f)) **Design Exception:** _____ Y □ N □ **Reviewed and Approved by KYTC and FHWA (if applicable per current KYTC/FHWA Stewardship Plan)** Date Approved_____			
5. Does the project involve new or revised Interstate Access? Y □ N □ **Interchange Justification/Modification Study Approved by FHWA** Date Approved_____			
6. Are Right-of-Way, easement, and control of access lines shown on the plans?			
7. Is the Right-of-Way acquired adequate to facilitate construction of the project?			
8. Are all traffic control devices provided with this project consistent with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD)? (23 CFR 655.603)			
9. Is a temporary traffic control plan provided and consistent with the regulations on Work Zone Safety & Mobility as described in Title 23 Code of Federal Regulations Part 630 Subpart J and the KYTC Policy and Procedures for the Safety and Mobility of Traffic Through Work Zones? (23 CFR 630 Subpart J) Prop./Plan Ref. _____ Y □ N □ N/A □ **Transportation Management Plan (TMP) Approved by KYTC and FHWA** **(if applicable per current KYTC/FHWA Stewardship Plan)** Date Approved_____			

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

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Estimate

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

Proposal

Checklist Item	Yes	No	N/A or See Attached Comments
1. Is the FHWA-1273 Required Contract Provisions for Federal-Aid Construction Contracts included? (23 CFR 633.102) Proposal Ref. _____			
2. Are Equal Employment Opportunity (EEO) special provisions included? Proposal Ref. _____			
3. Does the proposal contain a Disadvantaged Business Enterprise (DBE) goal? (23 CFR 635.107 & 49 CFR 26) **DBE Goal:**_____ Proposal Ref. _____			
4. Is a non-collusion provision included? (23 CFR 635.112(f)) Proposal Ref. _____			
5. Are standardized changed condition clauses included? (23 CFR 635.109) Specification/Proposal Ref. _____			
6. Are training special provisions included? Proposal Ref. _____			
7. Are the minimum wage rates determined by the United State Department of Labor included? (23 CFR 117(f)) Proposal Ref. _____			
8. Are the Buy America Act Provisions included? (23 CFR 635.410) Specification/Proposal Ref. _____			
9. Is the contract time/completion date realistic and adequately supported? (23 CFR 635.121) Proposal Ref. _____ **Completion Date/Work Days/Calendar Days:** (Circle One) _____			
10. Does the proposal contain incentive/disincentive clauses? Proposal Ref. _____			

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American Recovery and Reinvestment Act of 2009 (Recovery Act) Requirements

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

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

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LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
OLMSTED PARKWAYS SHARED USE PATH SYSTEM
PO2-628-0700008004
$515,200.00

ATTACHMENT E

Certification

State Administered Local Public Agency (LPA) Federal-Aid Project Certification:

The _____(LPA Name) hereby certifies that the information provided on this Project Development Checklist is complete/accurate and that the contract documents for this project have been prepared in accordance with the KYTC LPA Guide and the KYTC/LPA Project Agreement No._____ Signed & Dated:_____. As a recipient of Federal-aid Highway Program funds, it is further certified that the contract documents conform to all Federal-aid laws, regulations, and policies and the eligibility requirements for the type of Federal-aid funds requested for this project have been satisfied.

Signed: _____ Print: _____

Title: _____ Date: _____

Y □ N □ KYTC Concurrence of Project Development Checklist & Certification (PDC&C)

Signed: _____ Print: _____

Title: _____ Date: _____

State Administered and FHWA Full-Oversight Federal-Aid Project Certification:

The Kentucky Transportation Cabinet (KYTC) hereby certifies that the information provided on this Project Development Checklist is complete and accurate. It is further certified that the contract documents for this project have been prepared in accordance with FHWA programmatically approved processes and procedures and conform to all applicable Federal-aid laws, regulations, and policies.

Signed: _____ Print: _____

Title: _____ Date: _____

Y □ N □ FHWA Concurrence of PDC&C *(Full-oversight Projects Only)*

Signed: _____ Print: _____

Title: _____ Date: _____

Once FHWA has authorized Federal-aid funds for the project and the project sponsor has received documentation of the FHWA authorization, the project sponsor is then authorized to advertise the project for construction letting. Projects advertised prior to FHWA construction authorization will not be eligible for Federal-aid. As a recipient of Federal-aid funds, the project sponsor is responsible for advertising and administering the construction of the project in accordance with all applicable Federal-aid laws and regulations.