



# Lexington-Fayette Urban County Government

## Request for Qualifications

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #51-2022 Legacy Park Business Site Development** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 19, 2022**. All forms and information requested in RFQ must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **LFUCG Non-Appropriation Clause**

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

### **Contention Process**

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

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

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

## AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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Signature

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Date

## **SELECTION CRITERIA:**

1. Adherence to all six submission requirements and the professionalism of the written response. **10 points**
2. Specialized qualifications, experience and technical competence of the respondent with regard to the services requested. **30 points**
3. Familiarity with the details of the project and proposed approach to providing the required services, with emphasis on comprehensive and innovative project approaches. **25 points**
4. The past record and performance on similar projects with governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **25 points**
5. The capacity of the respondent to perform the work within time limitations, providing for clear explanation for project timeline adjustments as necessary in the response. **10 points**

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

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

## Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

# EQUAL OPPORTUNITY AGREEMENT

## Standard Title VI Assurance

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

## The Law

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

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

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

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

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

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

Bidders

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

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

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*



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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

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

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

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

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

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

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

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

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

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

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwvoc.org">janet@nwvoc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488





**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFQ/Quote Reference # \_\_\_\_\_**

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFQ/Quote Reference # \_\_\_\_\_**

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFQ/Quote Reference # \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFQ/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFQ/Quote # \_\_\_\_\_

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **GENERAL PROVISIONS**

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

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

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

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

#### A. Termination for Cause

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



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

#### B. At Will Termination

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

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

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

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

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional (E&O) Liability	\$1 million per occurrence
Excess/Umbrella Liability	\$10 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.

- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

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

00548704

## **Request for Qualifications (RFQ): Legacy Business Park Site Development**

The Lexington-Fayette Urban County Industrial Development Authority Inc. (IDA) in Lexington, KY is seeking a real estate and construction team to manage the development of the Legacy Business Park site located on Georgetown Road and to manage implementation of its Master Plan. The project is a generational opportunity for light industrial and commercial development within Lexington's existing Urban Service Boundary. The project will require the selected team to work with the IDA to finalize development planning, obtain all required permits and approvals for development, and manage construction of the infrastructure on 200 acres of land.

The selected team will also be required to provide an approach to marketing and managing the available sites on both the 200 acre Legacy Business Park as well as a nearby 50 acre build-ready P-2 zoned site owned by the Lexington-Fayette Urban County Government (LFUCG). The sites located on the 50-acre property are currently available for sale and development, and will be developed consistent with the University of Kentucky's design guidelines, as it adjoins their Coldstream Research Campus. ***For purposes of this RFQ, all tasks are intended only for the 200 acre Legacy Business Park site with the exception of real estate management, which will also include the adjacent 50 acre site.***

LFUCG intends to select a single team to complete all required tasks for this project. However, consideration will be given to selecting multiple respondents to accomplish all tasks if necessary. Phase I of this project is being funded through the American Rescue Plan Act (ARPA), and the selected team must comply with ARPA reporting and other requirements.

### **Industrial Development Authority History and Mission**

Lexington-Fayette Urban County Council created the IDA through ordinance in 2019 as a non-profit development entity to act as an agency for the LFUCG. It is tasked with: aiding in the acquisition, retention, and development of land for industrial and commercial purposes in Fayette County; aiding in the development and promotion of industrial sites, parks, and subdivisions for accommodating industrial and commercial needs; and promoting and stimulating the acquisition, retention, and development of land for industrial and commercial purposes in Fayette County by other local development organizations.

### **Site Description and Details**

The Legacy Business Park includes 200 acres of land formerly used by the University of Kentucky's College of Agriculture for dairy and poultry research, as well as an adjacent 50 acres of land ready for development. Both sites are within the current Urban Service Boundary and adjacent to the Coldstream Research Campus and Coventry neighborhood, as well as across Georgetown Road from the Kearney Hills neighborhood. The 50 acres currently ready for development are subject to design standards as adopted for Coldstream Park (see website included in References).

Through an agreement with the University, LFUCG and the IDA took ownership of the property in July 2022 to develop it as a business park for job creation purposes. The Master Plan for the property contains approximately 135 acres of developable land across 13 parcels ranging from 8 to 21 acres in size. A total of 45 acres are dedicated to open space that connects to the existing 22-mile connected bike and pedestrian trail, and the final 20 acres are dedicated to infrastructure for the project.

The IDA seeks to follow the below guiding principles in developing the property:

- Attract businesses with a significant number of high paying jobs to the business park;
- Integrate the Legacy Trail and open space into the park; and
- Serve as a good neighbor to adjacent residential properties.

The property is currently zoned as a restricted I-1. The restricted I-1 zoning will allow for light industrial development geared towards high paying jobs. Restrictions are in place to prohibit businesses that may be incompatible with adjacent residential neighborhoods or do not efficiently make use of the limited industrial property for high employment/wages (i.e. distribution centers, storage lots, etc.).

### **Phasing**

This project will be conducted in phases. **This RFQ is for the phased design of the entire 200 acre site (all Phases), and for the design, administration, and construction management of improvements within Phase I as identified on the attached exhibit.** The selected team may also be chosen to develop future phases of infrastructure development for the site.

### **Tasks / Work Products**

#### **1. Development Subdivision Planning**

The selected team will include a Kentucky licensed professional engineer, and will coordinate with the IDA and lead the effort to create and submit required development and subdivision plans for the entire 200 acre Legacy Business Park site, including any required platting. The plans will follow LFUCG requirements and follow agreed upon sequencing of development of the parcels. The Master Plan identifies proposed development parcels, and alignment of the parcels is intended to be flexible to respond to market and specific user requirements. The selected team will work with the IDA to refine and implement a phasing plan for the infrastructure installation and ultimate sale of the individual parcels. This may be influenced by the installation of the infrastructure, the sale of specifically requested parcels, and other factors. Specific tasks will include:

- Filing through Certification of a Preliminary Subdivision Plan, which may include waiver request(s).
- Filing through Certification of final record plats, including coordinating and expediting sign-offs from utility companies.



- Submittal of an Improvement Plan Progress Report (50% of infrastructure design) to the Planning Commission, required by Article 4-5(b) of the Land Subdivision Regulations.

2. Zone Change

The entire site was recently zoned I-1 consistent with the intended use. However, the zoning of a single parcel fronting Georgetown Road will be changed to a Business zone to provide commercial use that will serve the adjacent residential community as well as Legacy Business Park. The selected team will lead the application and review process for the zone change from pre-application through Council approval, and ensure that the commercial site is appropriately integrated into the overall site. This task will require a land surveyor or engineer to prepare the legal description and notice area maps, and a justification statement (narrative) must support the request. This task will take a minimum of four months.

3. Infrastructure Permitting, Phase I Construction, and Construction Administration

The selected team will be responsible for working with LFUCG and other regulatory entities to receive proper permitting to begin construction on the Phase I infrastructure as outlined in the Master Plan. Responses should be comprehensive and include all required permits (internal to LFUCG as well as external agencies) required for infrastructure installation. Changes to the prescribed infrastructure must be agreed upon by IDA. Infrastructure includes, but is not limited to, roads, electric, water, sewer, stormwater, gas, internet/fiber, telecommunications, and connection to the Legacy Trail, as well as grading and other site improvements associated with the Master Plan. The selected team will be responsible for coordinating with utility companies, water and stream management regulatory agencies, and other public agencies throughout the process.

***The team will prepare engineering plans for the entire 200 acre Legacy Business Park site, and construction documents and the bid packages for the Phase I infrastructure improvements, inclusive of and compliant with the requirements of Article 4 (“Improvement Plan Procedure”) of the Land Subdivision Regulations.*** Bid packages and RFQ documents will be compliant with the infrastructure funding sources reporting and procurement requirements. This may include, but is not limited to local, state, and specific federal departmental requirements.

Detailed engineering design requirements for the Legacy Business Park site will be discussed during the contract negotiation phase of this RFQ, and will include expectations for deliverables for preliminary design, final design, bidding, construction administration, and resident inspection.

The selected team will also provide construction administration for the installation of the Phase I infrastructure and site preparation. This will include oversight of contractors as well as any documentation and oversight needed to comply with local, state, and/or

federal requirements related to the funding sources for the improvements. This may include, but is not limited to, documentation for grant applications and subsequent reporting and management, American Rescue Plan Act (“ARPA”) requirements, and assistance with any audits or reviews related to the funds.

They will be required to coordinate with the Kentucky Transportation Cabinet and LFUCG on adjacent, off-site roadway improvements, right of way changes along US-25, and intersection improvements as they relate to the site.

*Coordination with adjacent neighborhoods is an important component of this project, and the selected team will be expected to provide regular updates to community partners throughout the project, which should include the development and maintenance of a project website.*

#### 4. Real Estate Management

This task applies to both the Legacy Business Park site as well as the adjacent 50 acre (P-2 zoned) sites. The selected team will be responsible for marketing the project to businesses on a national scale, including, but not limited to, the use of national resources for commercial/industrial real estate sales. They will create and maintain project branding and marketing materials for the park as part of its real estate services. The marketing plan will include, but may not be limited to, website creation and management, print materials, signage/logo development, video, and development of marketing graphics. Marketing efforts should create an identity for the project and reflect a brand that achieves the economic development goals of IDA and its partners. The marketing strategy will include both the light industrial site as well as the adjacent 50-acre office site (see website included in References) to present a clear and consistent approach to the entire area. The marketing of the sites should begin upon award of contract and continue through buildout of both sites.

The selected team will work with the IDA to recruit businesses that meet established wage and employment goals for businesses locating on the property. They will also work with IDA to set sales and revenue targets, and then be responsible for contract negotiations with third parties. All parcels will be strictly for sale, and no lease arrangements will be entered into for this property.

It’s also expected that the selected team will recruit retail/commercial businesses to one or more parcels fronting Georgetown Road. This may include restaurants, retail, or service businesses at IDA’s discretion that serve as an additional asset to the park and surrounding neighborhoods. The team will work with staff and project partners to identify appropriate types of businesses and will amend the zoning as necessary to accommodate them. Appropriate parties were made aware of the future zone amendment during the zone change to I-1.

The selected team will lead in recruiting businesses as well as serving as the broker on real estate transactions. Recruitment of businesses to the entire project area is anticipated to begin upon award of the contract, with an emphasis on the build-ready sites.

#### 5. Property Maintenance and Tenant Oversight

The selected team will provide general property maintenance and oversight of tenants as the site builds out. This will include:

- Coordination of general grounds maintenance and coordination of activities such as mowing, weed eating and cleaning of the general areas through a third party contractor under agreement with LFUCG; and
- Overall maintenance of infrastructure located in common areas, including:
  - roads and sidewalks (repairs, sweeping, snow removal, pothole repair/patching)
  - All installed utilities including, but not limited to, street lights, signage, transformers, fire hydrants, utility poles, and storm drains
  - General cleaning of debris on a regular basis.

#### 6. Design Standards

The team will also work with LFUCG staff in developing and implementing design standards for the park, which may include, but are not limited to, building and way-finding signage, building materials, and landscaping. These standards will be developed in conjunction with the IDA as part of the covenants and restrictions for the park. Tenants will also be required to adhere to design guidelines as approved and codified for Legacy Business Park. The selected team may work with IDA on the development of design guidelines and the team should include legal expertise to draft the necessary language for the guidelines, covenants, and restrictions. Final language will be reviewed and approved by IDA.

#### **Project Timeline**

Notice to proceed anticipated in fall 2022 with a desired project timeline of six to eight months for planning, engineering, and permitting tasks, with construction to commence on an aggressive schedule immediately thereafter.

#### **Partner Coordination**

The selected team will coordinate with LFUCG's Chief Development Officer and their economic development partners under the direction of the IDA and its officers. This will include regularly scheduled project meetings, the establishment of progress benchmarks, and maintenance of a comprehensive project schedule that is tied to deliverables.

#### **Respondent Requirements and Qualifications**

The respondent should demonstrate a team with experience in the following: real estate marketing, public-private partnerships, site design, development/infrastructure permitting, development of final development plans, construction and installation of infrastructure related to light industrial development, and construction management.

### **Maintenance of Project Schedule**

The selected team shall provide a preliminary project schedule indicating deadlines for deliverables. The selected team will be responsible for developing and maintaining the project schedule throughout the project timeline.

### **Submittal Requirements**

The response proposal shall be submitted via IonWave. Each response must include the following:

1. Full team composition: team lead, brief bios, company history, individual experience, capacity to work on this project, and expected rate of participation on the project from the primary respondent and subcontractors.
2. Why your team is best suited for this project. What innovative ideas or unique experience does your team bring to the table?
3. Examples of projects of similar scope performed by the firm/team and the personnel that will be assigned to the project from the past 10 years. Include project references. Relevant project descriptions should include:
  - Specific individuals who worked on the projects.
  - The roles of the team members and subconsultants.
  - Project cost and funding stack description.
  - The project timing/schedule.
  - Absorption rates and status of each project.
  - Other relevant information that may relate to this project.
  - Project reference contact information.
4. Outline of the team's project approach, project milestones, and a timeline for completing all development planning, engineering and permitting tasks. Include a draft schedule for completion of permitting and physical improvements in Phase I, and an outline of construction management services that will be provided.
5. Describe your team's approach to implementing the scope of work to develop, market, and sell the property in a way that is most appropriate for the long-term future of Legacy Business Park, the adjacent 50 acre site, and Lexington. Include any thoughts on specific business types or industries most appropriate for benefiting Lexington as well as an infrastructure and development implications beyond the Master Plan that may impact recruiting specific sectors.
6. Describe initial proposals for benchmarking progress of the development and sale of the sites, e.g. absorption rate, amount of investment, percent of park developed etc. and what targets should be expected. Final benchmarks will be established between the selected team and IDA.

## **Selection Criteria**

A selection committee will evaluate each respondent based on their qualifications and level of knowledge and experience working on projects of similar scope and scale. Respondent qualifications will be demonstrated and evaluated by:

1. Adherence to all six submission requirements and the professionalism of the written response. **10 points**
2. Specialized qualifications, experience and technical competence of the respondent with regard to the services requested. **30 points**
3. Familiarity with the details of the project and proposed approach to providing the required services, with emphasis on comprehensive and innovative project approaches. **25 points**
4. The past record and performance on similar projects with governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **25 points**
5. The capacity of the respondent to perform the work within time limitations, providing for clear explanation for project timeline adjustments as necessary in the response. **10 points**

## **Attached References**

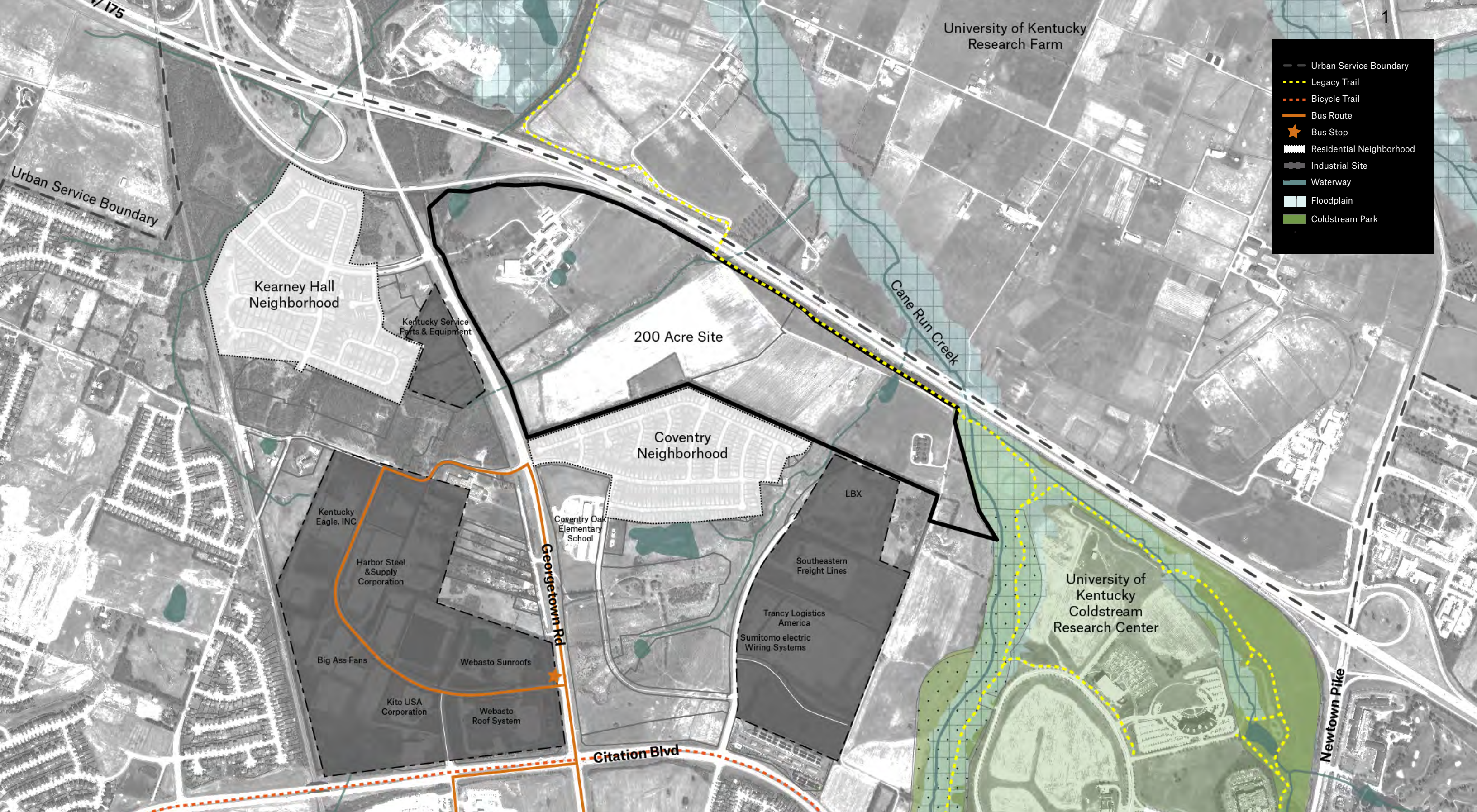
- [Master Plan and Phasing Map](#)
- [Zoning Restrictions for the Site](#)
- [2021 Implementation Memorandum](#)
- [Master Plan and Coldstream Campus Information](#)

# Legacy Business Park



**LEXINGTON**  
*Industrial Authority*





Site Context

Exhibit 1

Lexington-Fayette County  
Government Industrial Authority

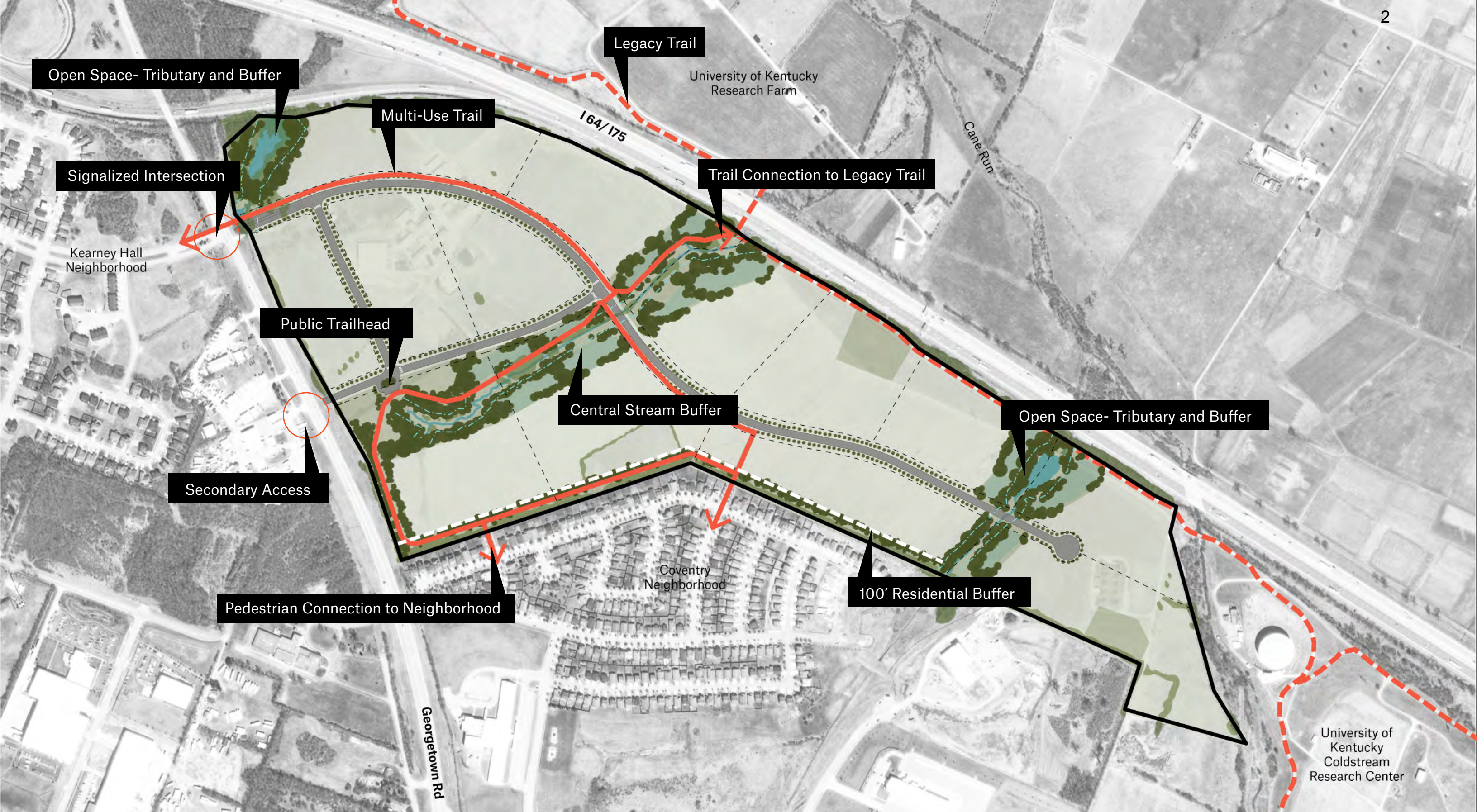
**Coldstream**

Lexington, KY

2021



© 2021 Gresham Smith Project 44874.00



Open Space- Tributary and Buffer

Legacy Trail

University of Kentucky Research Farm

Multi-Use Trail

I 64/ 175

Cane Run

Signalized Intersection

Trail Connection to Legacy Trail

Kearney Hall Neighborhood

Public Trailhead

Central Stream Buffer

Open Space- Tributary and Buffer

Secondary Access

Coventry Neighborhood

100' Residential Buffer

Pedestrian Connection to Neighborhood

Georgetown Rd

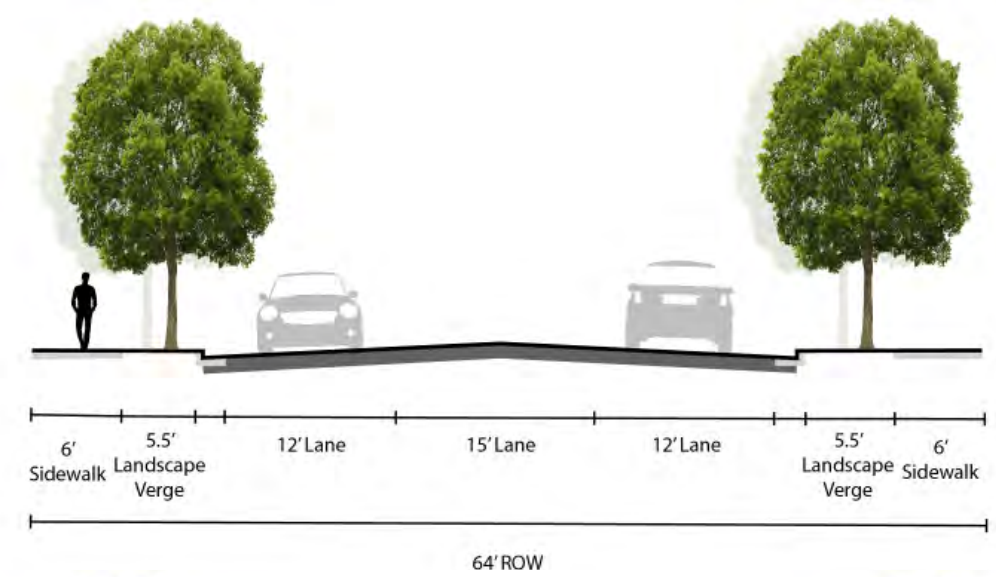
University of Kentucky Coldstream Research Center



# Typical Roadway Sections

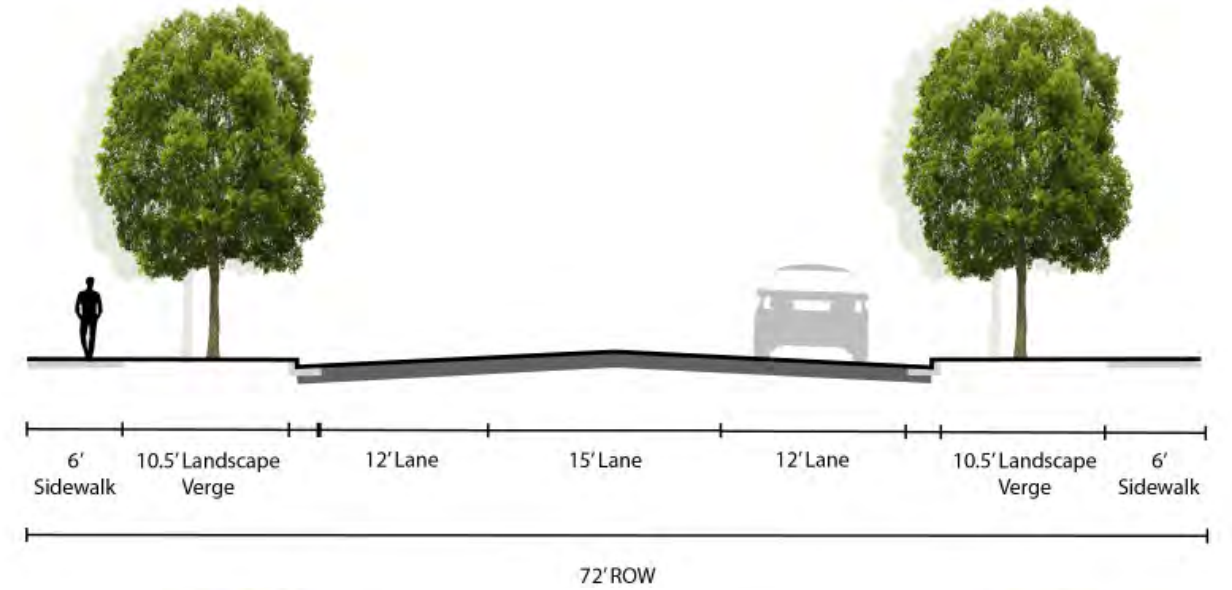
## Minor Collector Road

This minor roadway type connects the two major collectors within the project. From curb to curb, there are two through lanes and a center turn lane.



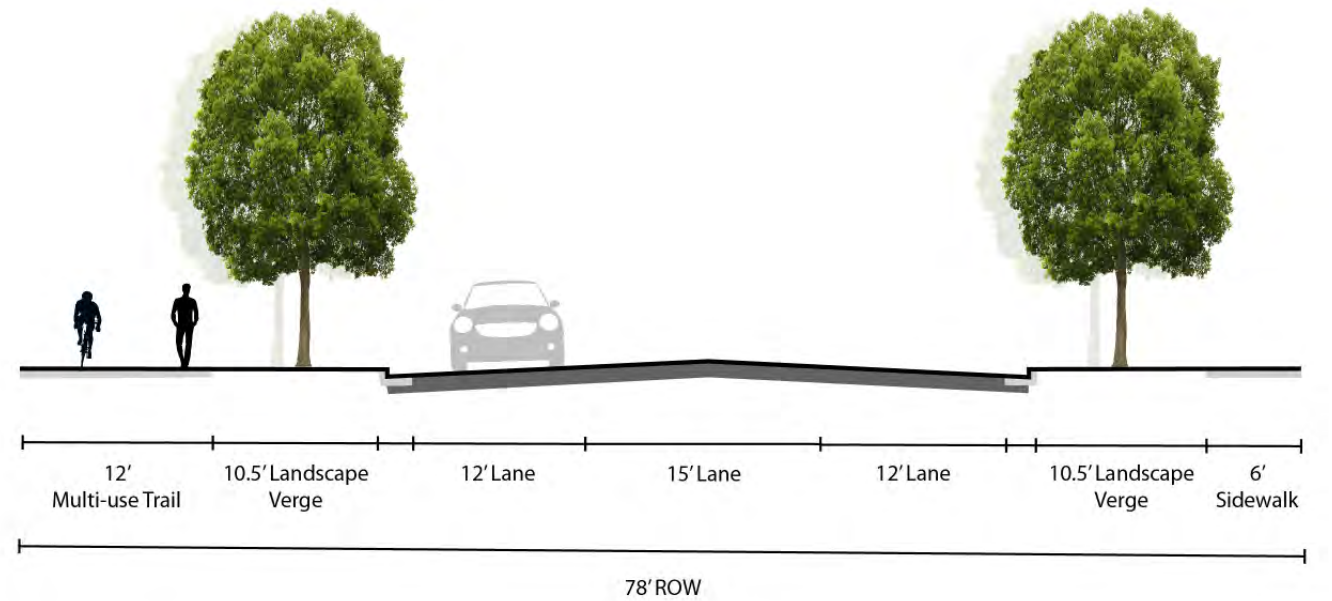
## Major Collector Road

This major roadway type maintains the same curb to curb lane configuration as the minor. However, both major types increase the landscape verge.

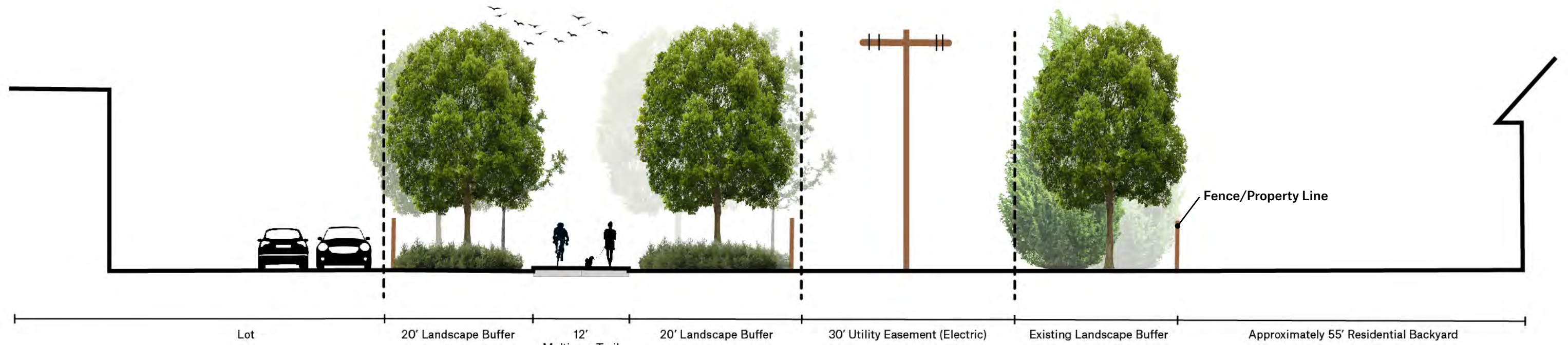


## Major Collector Road with Multi-Use Trail

This major roadway type modifies the standard by replacing a 6' sidewalk with a 12' multi-use trail, expanding the right of way.



# 100' Residential Buffer Section



**Development**

Parcels directly adjacent to the 100' residential set-back must follow all other LFUCG code requirements.

**Multi-Use Trail**

The multi-use trail follows a portion of the buffer as it connects Coventry to the Legacy Trail. Proposed landscape buffers would fill both sides of the trail.

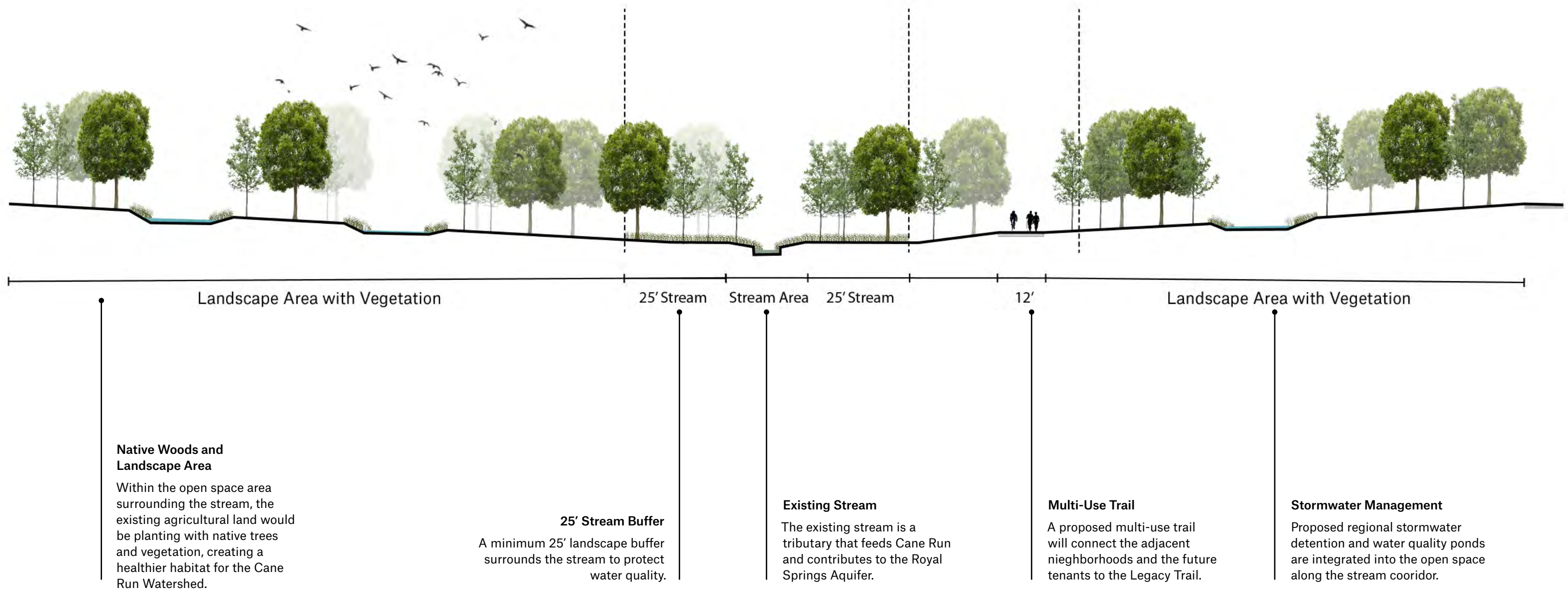
**Utility Easement**

There is an existing overhead utility easement between the project site and the neighborhood.

**Landscape Buffer**

Existing landscape would be enhanced with additional plantings where necessary.

# Central Stream Buffer Section



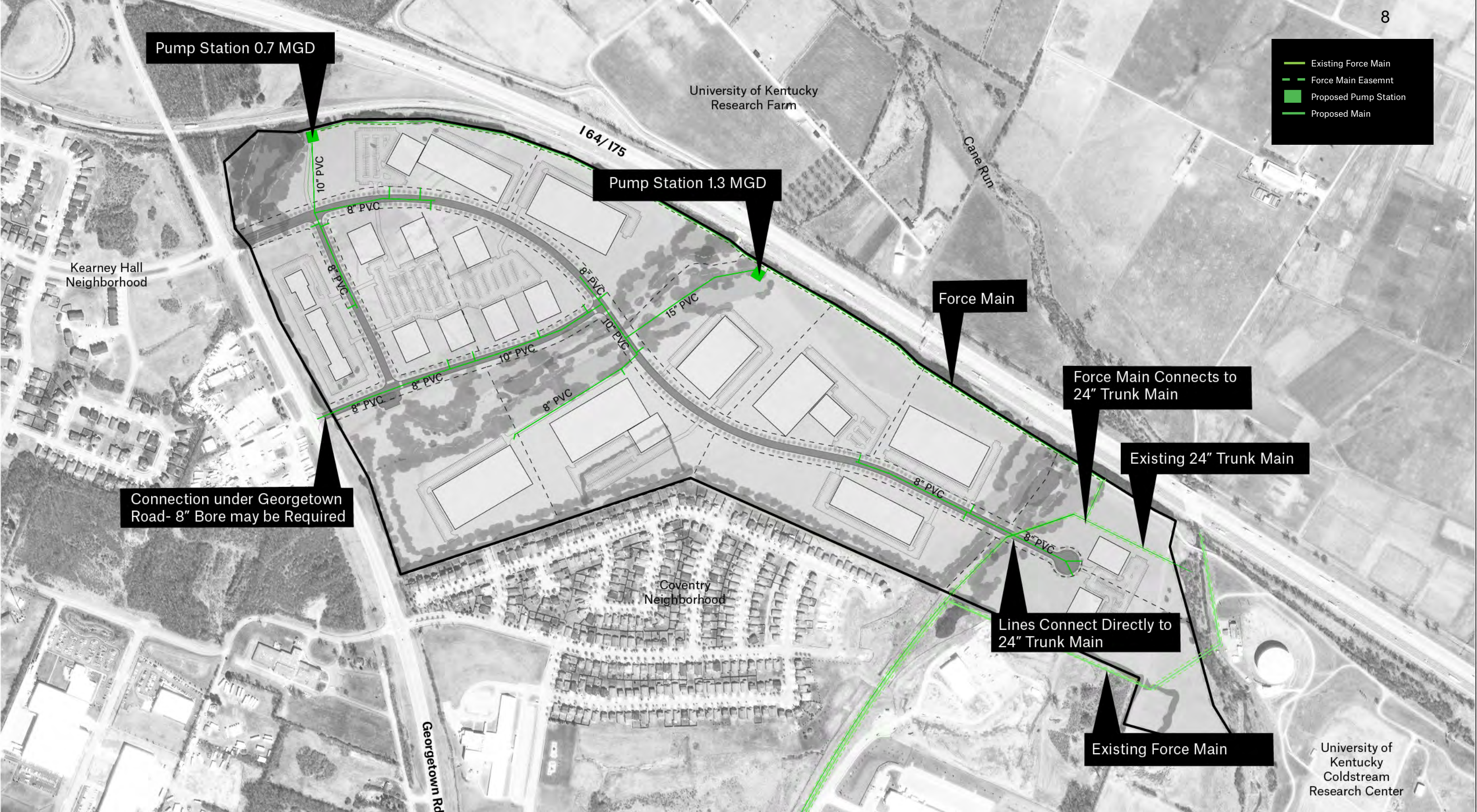
Site Statistics	
Total Site Area	200 acres
Open Space	45 acres (22.5%)
Developable	135 acres
Infrastructure	20 acres






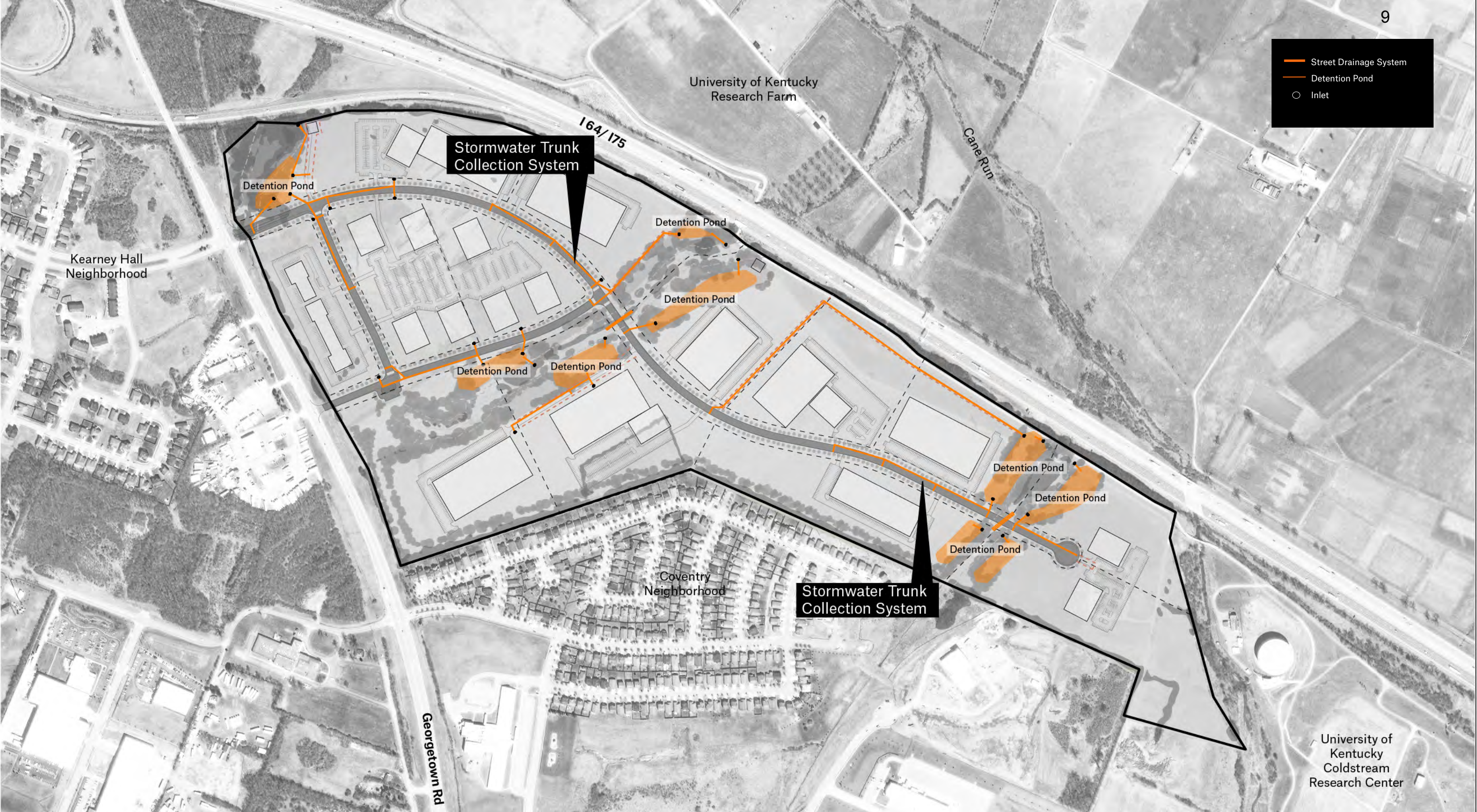
Potential Development Footprint	
Commercial	60,000 sf
Office	390,000 sf
Industrial	936,000 sf
Parking	2,347 min. spaces







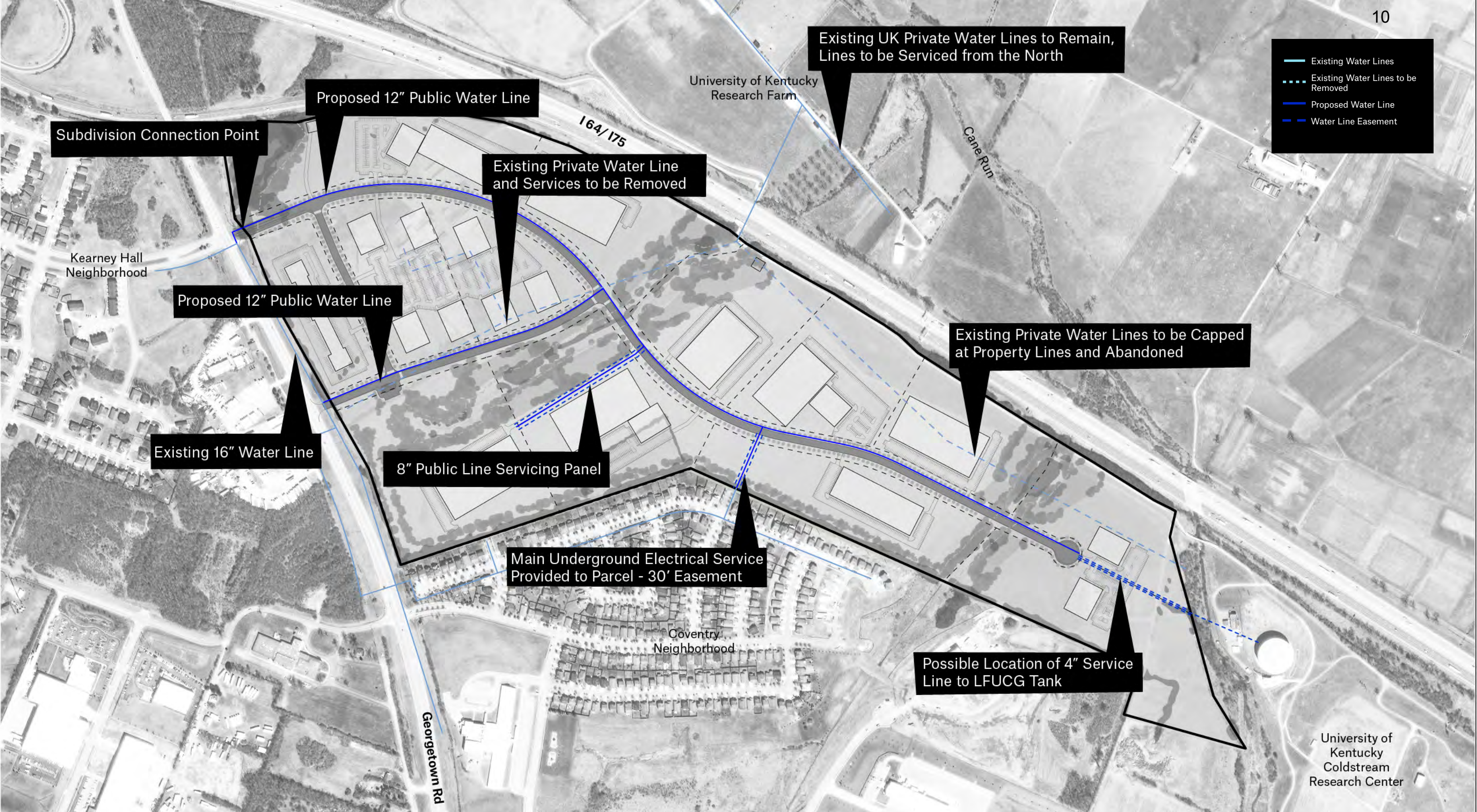
- Existing Force Main
- - - Force Main Easement
- Proposed Pump Station
- Proposed Main



-  Street Drainage System
-  Detention Pond
-  Inlet



-  Existing Water Lines
-  Existing Water Lines to be Removed
-  Proposed Water Line
-  Water Line Easement



Subdivision Connection Point

Proposed 12" Public Water Line

Existing Private Water Line and Services to be Removed

Existing UK Private Water Lines to Remain, Lines to be Serviced from the North

Kearney Hall Neighborhood

Proposed 12" Public Water Line

Existing Private Water Lines to be Capped at Property Lines and Abandoned

Existing 16" Water Line

8" Public Line Servicing Panel

Main Underground Electrical Service Provided to Parcel - 30' Easement

Possible Location of 4" Service Line to LFUCG Tank

Coventry Neighborhood

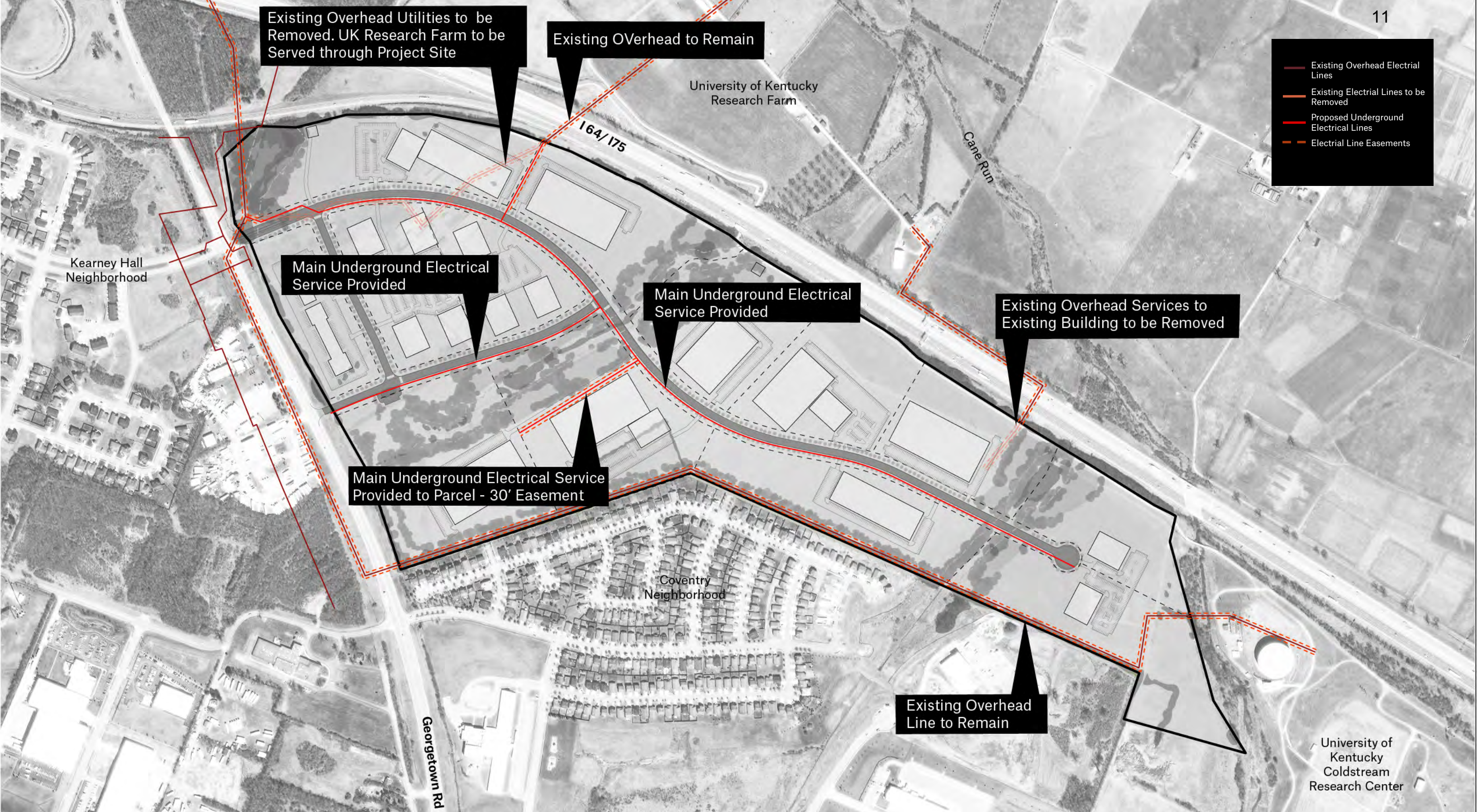
University of Kentucky Coldstream Research Center

Georgetown Rd

164/175

Cane Run





Existing Overhead Utilities to be Removed. UK Research Farm to be Served through Project Site

Existing Overhead to Remain

University of Kentucky Research Farm

164/175

Cane Run

- Existing Overhead Electrical Lines
- Existing Electrical Lines to be Removed
- Proposed Underground Electrical Lines
- Electrial Line Easements

Kearney Hall Neighborhood

Main Underground Electrical Service Provided

Main Underground Electrical Service Provided

Existing Overhead Services to Existing Building to be Removed

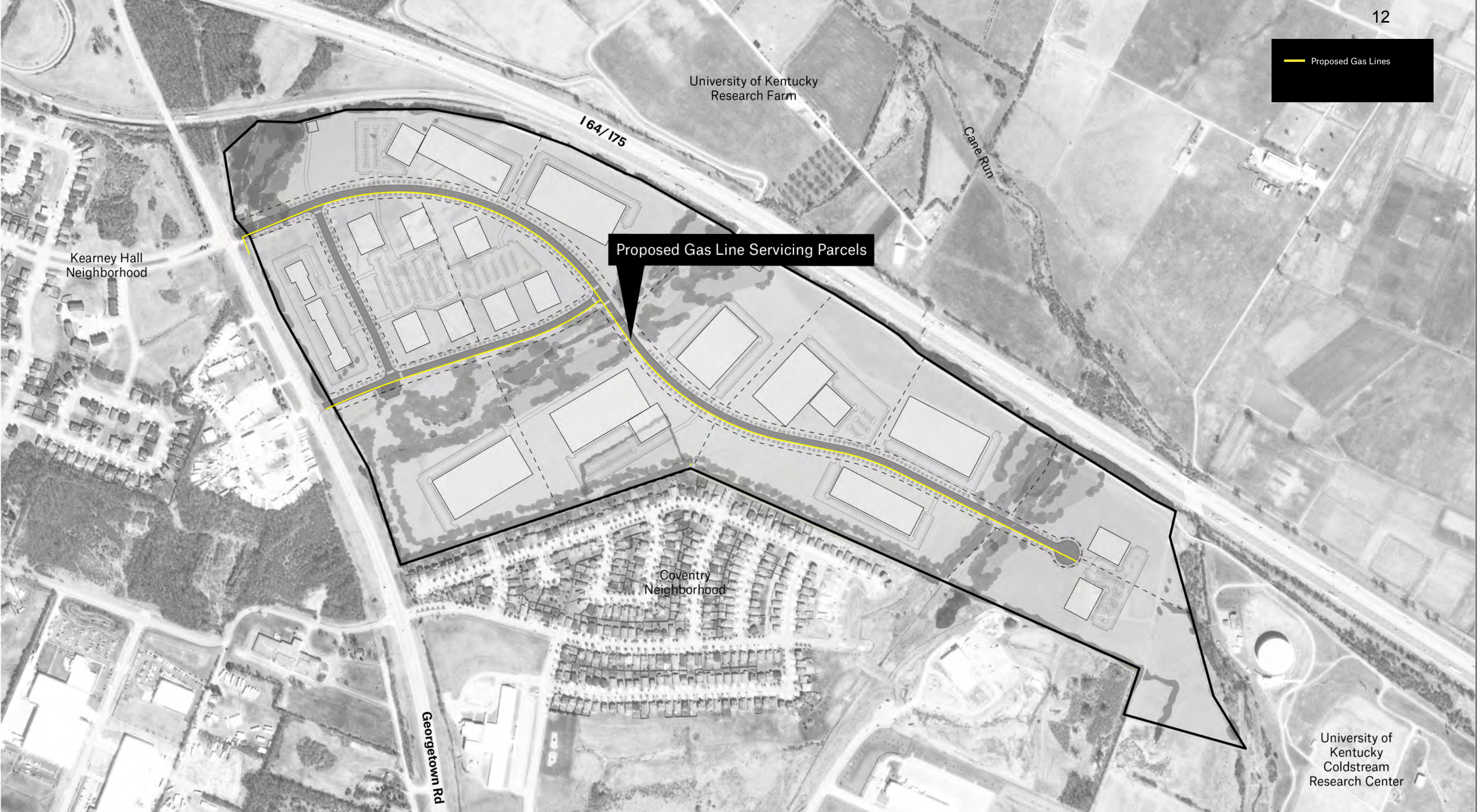
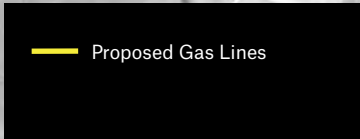
Main Underground Electrical Service Provided to Parcel - 30' Easement

Coventry Neighborhood

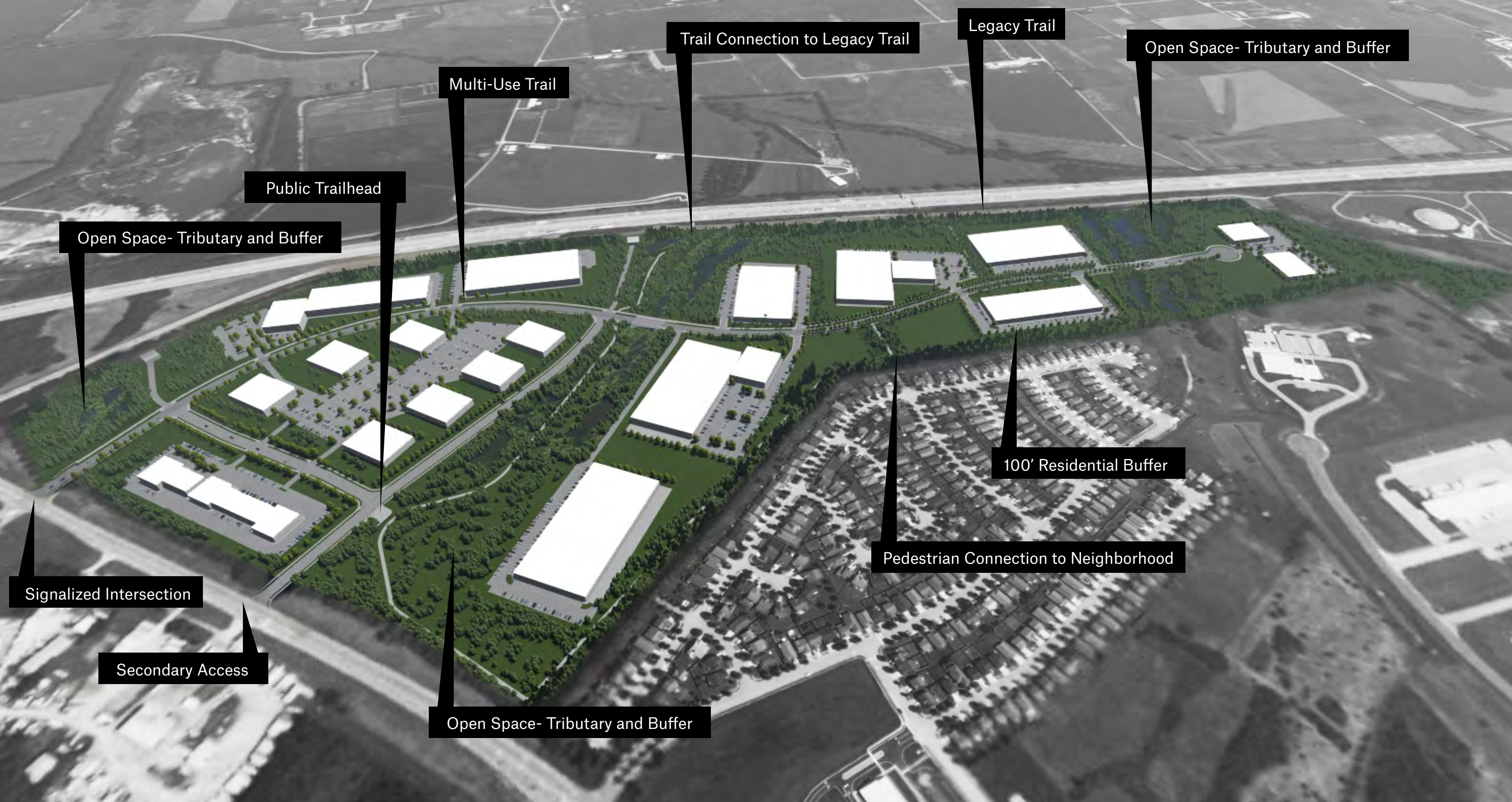
Georgetown Rd

Existing Overhead Line to Remain

University of Kentucky Coldstream Research Center



Proposed Gas Line Servicing Parcels



Perspective Rendering  
Labeled

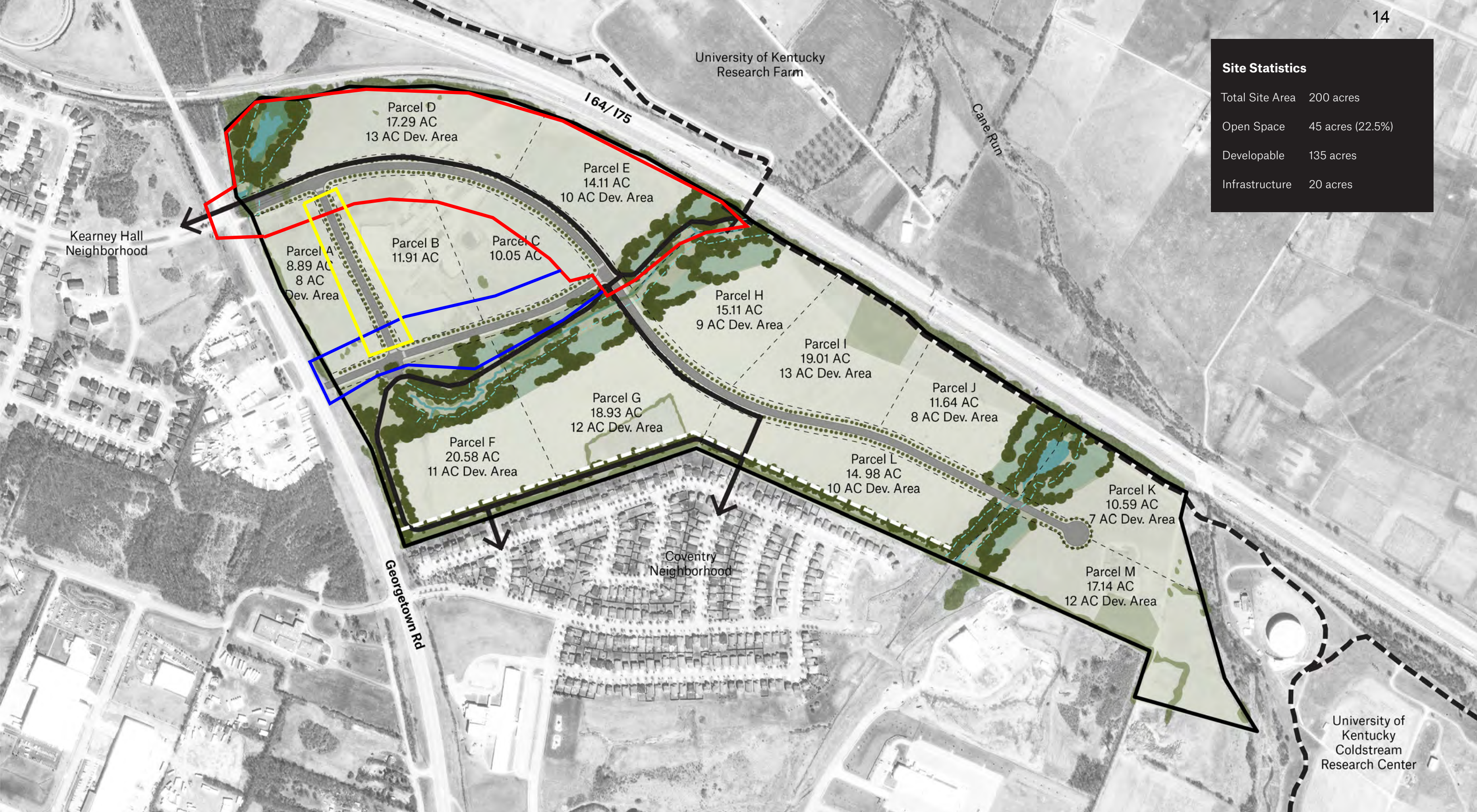
Exhibit 14

Lexington-Fayette County  
Government Industrial Authority  
**Coldstream**  
Lexington, KY  
2021



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Site Statistics	
Total Site Area	200 acres
Open Space	45 acres (22.5%)
Developable	135 acres
Infrastructure	20 acres



<b>Coldstream Park Master Plan - Full Buildout</b>				
<b>Estimated Direct Tax Revenues (Annual)</b>				
	<b>Commercial (60,000 Sq Ft)</b>	<b>Office (390,000 Sq Ft)</b>	<b>Industrial (936,800 Sq Ft)</b>	<b>Annual (Total)</b>
<b>Estimated State Direct Tax Revenues</b>				
Property Tax	\$17,850	\$162,435	\$167,219	\$347,504
Sales Tax	\$1,080,000	\$0	\$0	\$1,080,000
Individual Income Tax	\$273,100	\$2,403,863	\$1,841,280	\$4,518,243
<b>Total Direct State Tax Revenues</b>	<b>\$1,370,950</b>	<b>\$2,566,298</b>	<b>\$2,008,499</b>	<b>\$5,945,747</b>
<b>Estimated LFUCG Direct Tax Revenues</b>				
Full Service Property Tax	\$26,040	\$236,964	\$243,943	\$506,947
General Service Property Tax	\$4,500	\$40,950	\$42,156	\$87,606
LFUCG Occupational Tax	\$135,000	\$1,140,750	\$885,276	\$2,161,026
<b>Total Direct LFUCG Tax Revenues</b>	<b>\$165,540</b>	<b>\$1,418,664</b>	<b>\$1,171,375</b>	<b>\$2,755,579</b>
<b>Estimated Other Local Direct Tax Revenues</b>				
Library Property Tax	\$7,500	\$68,250	\$70,260	\$146,010
Extension Service Property Tax	\$525	\$4,778	\$4,918	\$10,221
Soil & Water Conservation Property Tax	\$90	\$819	\$843	\$1,752
Health Department Property Tax	\$4,200	\$38,220	\$39,346	\$81,766
LexTran Property Tax	\$9,000	\$81,900	\$84,312	\$175,212
General Fayette County School Property Tax	\$121,500	\$1,105,650	\$1,138,212	\$2,365,362
School Occupational Tax	\$30,000	\$253,500	\$196,728	\$480,228
<b>Total Direct Other Local Tax Revenues</b>	<b>\$172,815</b>	<b>\$1,553,117</b>	<b>\$1,534,619</b>	<b>\$3,260,550</b>
<b>Total Direct Tax Revenues</b>	<b>\$1,709,305</b>	<b>\$5,538,078</b>	<b>\$4,714,493</b>	<b>\$11,961,876</b>

# Coldstream 50 Acre Site





# Gresham Smith

## Memorandum

Prepared For: Lexington-Fayette County Government Industrial Authority  
Prepared By: Erin Hathaway, PLA — Gresham Smith  
Date: July 7, 2021  
Subject: Implementation Plan — Coldstream Industrial Site Master Plan  
Gresham Smith Project No. 44874.00

### **Overview**

Located northwest of downtown Lexington and west of the University of Kentucky's Coldstream Research Center, the 200-acre Coldstream Industrial project site (the site) falls within the urban services boundary (see Exhibit 1). The site is currently owned by the University of Kentucky and operates as a dairy farm and research center. The site is in the Cane Run Watershed and has various jurisdictional streams and small waterbodies onsite. Very little of the site is covered by trees due to the historical agricultural land use. The site is often referred to as the Turkey Neck Property.

From November 2020 to June 2021, the Lexington Fayette Urban County Government (LFUCG) Industrial Authority Board (IAB) worked with the consultant team to develop a master plan for the site. This memorandum describes the master plan outcomes, documents decisions made, and outlines the next steps toward implementation.

### **Land Use**

#### *Zoning*

The site is currently zoned A-R, Agricultural Rural, A-U, Agricultural Urban, and P-2, Office, Industry, and Research Park. The project team met with LFUCG Planning Director and staff and identified I-1, Light Industrial, as the preferred future zoning. In order to eliminate incompatible land uses and development practices, the staff recommended the rezoning application should include the master plan, design guidelines, and restrictions.

Light Industrial Zoning is "intended for manufacturing, industrial and related uses not involving potential nuisance in terms of smoke noise, odor, vibration, heat, light or industrial waste" according to LFUCG Zoning Ordinance Article 8 Section 22. Along with manufacturing, this zone allows for (permitted and conditional) office, sale of goods, community centers, childcare centers, and food truck vendors that would support the vision of the master plan and the future employees. All lot, yard, and height requirements and buffers stipulated in LFUCG Zoning Ordinance apply to the master plan unless otherwise described in this document.

#### *Restrictions*

As recommended by the planning staff, the team has reviewed the Principal Uses, Accessory Uses, and Conditional Uses. The master plan recommends restricting the following uses:

- Columbariums and crematories
- Inflammable underground storage
- Public utility service yard
- Radium extraction
- Railway or truck terminal
- Automobile, truck, ATV, motorcycle, bicycle motocross, or other vehicle or bicycle race tracks
- Penal or correctional institutions
- The above- or below-ground storage for resale of any flammable or nonflammable gas or oxidizer in liquid or gaseous form.

#### **Genuine Ingenuity**

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MEMORANDUM  
IMPLEMENTATION PLAN – COLDSTREAM INDUSTRIAL SITE MASTER PLAN  
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- Concrete mixing and concrete products
- Vehicle storage yards
- Mining of non-metallic minerals

Under the Light Industrial zone, a principal permitted use is B-4 zone. The B-4 zone allows an Office/Warehouse mixed-use project. Within the Office/Warehouse mixed-use, under the Special Provisions section, up to 75% of the floor area of the building or project can be offices, laboratories, and data processing centers. To allow for office space, the development plan for the 200-acre site will stipulate up to 75% of the total floor area can be office. As parcel's are sold and developed, each parcel will amend the development plan and contribute to the overall use square footage.

While the master plan recommends Light Industrial, the project team recognizes the desire to have supporting land uses within the development. Light Industrial does allow for a variety of accessory and conditional uses including retail, recreational facilities, banks, places of religious assembly, community centers, childcare centers, and more. If there was a demand for restaurants and independent retail in the future, a parcel would be required to apply for a rezoning.

#### *Residential Buffer*

Along the southern edge, where the property borders residential land use, the master plan calls for a 100' Residential Buffer, see Exhibit 4. Within this proposed buffer there is an existing 30' utility easement, proposed landscape screening, and a proposed access easement for sections of the planned multi-use trail. Exhibit 4 illustrates the intent of the buffer. Within this buffer there shall be no structures or vehicle use areas.

#### *Open Space*

The master plan proposes a site-wide open space strategy instead of requiring individual parcels to provide open space during build out. The project team explored the preliminary Open Space ZOTA with LFUCG Planning and agreed to a 20% minimum with a mix of usable and passive open space for the 200 acre site. The master plan shows approximately 22.5% open space, 45 acres.

Developed during the planning process, the project team developed the following four goals related to open space;

1. Preserve and protect natural features in the landscape.
2. Be good neighbors to the adjacent properties.
3. Provide shared space for future tenants and the community.
4. Provide multi-modal connectivity to and through the site.

During the public engagement process, the project team heard strong support for these goals. Those messages, surveys, and input collected helped shape the planned open space seen in the master plan (Exhibit 2). The master plan proposes a multi-use trail to connect the adjacent neighborhoods (Coventry and Kearney Hall) to the Legacy Trail. The proposed open space preserves and enhances the Cane Run Creek tributaries through vegetative buffers and allows access to those features along the trail connection. The central tributary corridor is shown as a major feature of the site and is accessible to future tenants and the community through the multi-use trail. It offers locations for regional stormwater management, environmental education, and supports native flora and fauna of the Cane Run watershed, see Exhibit 5.

The master plan aims to layer compatible land uses within or adjacent to natural areas on the site that are otherwise undevelopable. Regional stormwater management is proposed adjacent to the three tributaries, imagined as dry detention basins that could be improved to constructed wetlands to slow and clean water before entering the streams.





A multi-use trail that connects to the Legacy Trail is proposed along the central tributary to create a riparian experience. Additional open space is within the proposed 100' residential buffer and the existing sink holes.

### **Planned Infrastructure**

#### *Entrances and Signalized Intersection*

After many stakeholder meetings, the project team has determined that at this time the only access points in and out of the site will be located along US-25, Georgetown Road. KYTC has planned improvements to US-25 that include the segment along the site. Within the planned improvements, KYTC has designated two allowable access points, one across from Kearney Ridge Boulevard and one across from Red Eagle Trucking Repair.

The master plan proposes a signaled intersection at Kearney Ridge Boulevard to accommodate the increase in vehicular trips to the site and to provide a safe pedestrian and cycle crossing of US-25. This signal will require a traffic study, signal design, and a KYTC encroachment permit. The secondary access point along US-25 is a controlled point that must yield to US-25 traffic.

The master plan has accommodated the future widening and additional Right of Way needs for the US-25 improvements.

#### *Roadway*

Using LFUCG Engineering standards as the bases of design, three roadway sections are proposed within the site, see Exhibit 3. All three roadway types share the same configuration between face of curbs; (2) 12' lanes with a 15' center lane for turning or median. The two major collector types have larger landscape verges than the minor collector type. The major collector types are shown in the master plan as the two roads that connect to US-25, one type allows for a multi-use trail as a substitute for the 6' sidewalk.

The minor collector is only proposed as a connection between the two major collector roadways and should be used as any additional internal roadways if needed based on future development. While some utilities will be located within the landscape verge, the master plan proposes large street trees along each roadway.

#### *Stream Crossings*

Of the three areas on the site containing delineated waters of the U.S., two of the identified jurisdictional streams are proposed to be crossed by the roadway. The first roadway crossing is over an unnamed tributary, intermittent stream with headwaters originating from a seep located upstream in an agricultural field, and the crossing is at a point which has a slightly wider riparian zone and greater stream width than of the area upstream. The stream flows into Cane Run outside the survey area. The roadway crossing is proposed with a 6' high by 10' wide box culvert, which is a standard KYTC culvert size.

The second proposed roadway crossing is over another unnamed tributary, intermittent stream which flows northeast through the Coldstream site. The stream flows into and out of a wetlands area on site before exiting the Coldstream property and flowing into Cane Run. The roadway crossing at this location is proposed with an 8' high and 16' wide box culvert, which is also a standard KYTC culvert size.

Culverts were designed so that the headwater over barrel height is no greater than 1.2 for the 100-year storm. Drainage areas to each crossing were determined to be less than 1 square mile according to USGS data and thus are not required to be multiple barrels by the Stormwater Manual.



Impacts as a result of the crossings are expected to be minimal because of the short distance affected by the installation of the box culverts and because the crossings are proposed perpendicular to the streams. Utility crossings at the streams are also proposed to be perpendicular to minimize impacts.

In the detailed design phase, analysis of bottomless arches vs traditional culverts should be performed to determine if increased cost is justified by reduced permitting effort and environmental impacts.

#### *Transit, Multi-Use Trail and Public Amenities*

With support from the community and neighbors, the master plan proposes a connection from the Kearney Hall and Coventry subdivisions to the Legacy Trail with a 12' multi-use path. Similar to the Legacy Trail, the trail will be located within an access easement as it winds through parcels. The multi-use trail will start at the proposed signalized intersection at US-25 / Georgetown Road and follow the major collector roadway. A second multi-use trail will connect to Coventry at the two roadway stubs at Glasgow Lane and Langstane Lane, following the residential buffer before it crosses to and follows the central tributary until it meets the Legacy Trail at the interstate underpass. (Exhibit?)

The master plan proposes a trailhead to include a small public parking lot and signs for the public to access the multi-use trail. During detailed design phase, a centrally located trailhead, a public bus stop, and adjacent amenities should be considered within the development for maximum accessibility.

The master plan recommends the addition of a bus stop within the new development. A stakeholder coordination meeting with LexTran suggested the current comprehensive operations analysis include the review of extending a bus route to the development and adding an additional stop.

#### **Utilities**

##### *Sanitary*

LFUCG provided record information on the existing 24" sanitary sewer trunk line which runs between Coventry and the industrial sites to the south of the property. The information was based on prior modeling efforts, surveys, as-built reviews, etc. which date back over the last twenty years and may not be accurate. Field survey will be needed prior to final design. The 24" line runs north into the southeastern boundary of the site and parallel to the eastern stream, turning east to exit the Coldstream property and eventually crossing Cane Run connecting to the Lower Cane Run Tank. According to preliminary information provided by LFUCG, this 24" trunk has capacity to serve the 60.7-acre eastern portion of the site. The master plan includes 8" sanitary mains serving 5 lots connecting directly to the 24" trunk line. The force mains from the proposed pump stations also connect to the existing 24" line.

There is an existing 8" force main which follows the south eastern edge of the site before crossing Cane Run. This is proposed to remain in place within an easement.

The remaining lots are served from proposed sewer mains which gravity flow to proposed pump stations within the subdivision. See Exhibit 8. One new pump station on the western corner of the property will serve all or a portion of the four western lots by collecting a gravity system of 8" and 10" collection mains and pumping via force main toward the second pump station. This western system is not designed to serve properties outside the subdivision as directed by LFUCG.



Another new pump station is proposed near the interstate crossing on the east side of the tributary. It is sized to serve all or a portion of the central six lots with a gravity system of 8", 10" and 15" mains. The force main exiting the pump station follows the northern site boundary and connects to the existing 24" trunk line on the eastern portion of the subdivision. This pump station is also sized to accommodate a 31.1 acre area on the west side of Georgetown Road which is currently not served with public sanitary sewer, as directed by LFUCG. A gravity line extending to and across the US-25 / Georgetown Road Right-of-way is included in the proposed scope. Boring under Georgetown Road for this extension may not be necessary if it can be determined that the bore can be accomplished without difficulty at a later date when the offsite area will be connected.

Based on feedback from LFUCG, there is no longer any need for a wet weather tank initially proposed since the Lower Cane Run Tank has been installed and can serve this function.

The layout for the sanitary mains is generally along the centerline of the proposed roadways or public access. Sanitary sewer lines were sized according to the LFUCG Sanitary Sewer and Pumping Station Manual. Sanitary sewer services are provided on the downstream side of each lot. Preliminary pump station sizing was provided by LFUCG. During final design, design flows and capacity will be finalized.

Regarding sanitary sewer capacity, the existing tank including Coldstream Farm has a current available capacity of 11.4 million gallons per day (MGD). While full development of the basin is projected to consume the remaining capacity in the future, there is capacity is available currently.

#### *Stormwater*

The stormwater collection system is proposed as described in the LFUCG Stormwater Manual and Standard Drawings, including the location of the drainage system within the roadway. Systems consisting of headwalls, single and double road inlets, and HDPE pipe storm sewers ranging from a minimum of 15" to 36", convey drainage from the roadway and lots to regional basins. See Exhibit 9.

Road inlets were designed so the maximum spread is less than half the driving lane and the depth of water in sag conditions is less than 6 inches. Inlets are proposed on the upstream side of intersections and at a maximum distance of 600' along vertical grades. Storm sewers were designed for gravity flow for the 10-year storm and so that the hydraulic grade line is below the overflow elevation at inlets and manholes for the 100-year rainfall intensity. Required minimum slopes of 0.5% and minimum cover of 18" are maintained in the design.

LFUCG Division of Engineering and Water Quality Section were consulted to determine water quality and quantity requirements for the development. It was indicated that the property is covered for Water Quantity reduction (also described as Flood Control in the LFUCG Manual), Water Quality Volume Reduction, and Water Quality Runoff Reduction. Any other components of the storm water system for the project, such as storm system sizing, Water Quality Channel Protection, etc. must be designed and included, but the measures indicated above are covered as part of the Coldstream Development Plan.

While detention basins may not be an LFUCG requirement, post development water quantity reduction measures will most likely be required by KYTC to protect culverts under I-64 downstream from the development. The proposed detention basins are located near existing tributaries and are sized to meet LFUCG Water Quantity Reduction or Flood Control in New Development water quantity requirements as well as Water Quality, Channel Protection in New Development. Water Quantity is designed to reduce peak flow to predevelopment levels as required by the Stormwater Manual. Detention basins were designed to include public roadways, sidewalks, and future lot



development as directed in the LFUCG Stormwater manual. Basins were designed to accommodate the 10-year and 100-year storm events for water quantity reduction, and the basins provide 24-hour detention of the runoff volume for drainage areas larger than 10 acres as required to minimize streambank erosion for Channel Protection.

Should additional water quality measures be required, the detention basins may be upgraded to extended detention basins, wet ponds, or constructed wetlands as green infrastructure to provide Water Quality Volume for New Development and Runoff Reduction in New Development. Other green infrastructure such as bioretention, rain gardens, permeable pavement, biofiltration swales, and infiltration basins and trenches may be provided on each parcel to further satisfy water quality requirements.

Vegetative buffer zones 50' wide measured from the centerline (100' total width) for intermittent streams are shown and apply to the Waters of the U.S. described under Stream Crossings in this document.

A small area on the eastern edge of the subdivision is located within FEMA special flood hazard areas and other areas of flood hazard. However, these areas are not proposed to be disturbed except for utility connections and demolition.

#### *Water*

There is an existing 16" ductile iron water main running parallel to Georgetown Road within the Right of Way. This line is along the eastern side of the road adjacent to the Coldstream property. The University of Kentucky has tapped into this line with a meter and a fire service post indicator valve located midway between the southern property corner and the Dairy Road entrance with a private 8" line. The internal water infrastructure feeds the west and east portions of the site and crosses under the interstate to serve the University's property north of the interstate. Additionally, a private 12" line runs from the properties north of the interstate east to the LFUCG tank opposite Cane Run from the Coldstream property. After discussions with representatives from the University of Kentucky and Kentucky American Water, it was determined that these private water lines located on the Coldstream property are not required to remain in place in order to provide service to the properties north of the interstate. Those properties will continue to be served by connections on the north side of I-64. The master plan proposes to demolish the private water mains and services within the Coldstream property boundaries.

A 12" water main is Kentucky American Water's typical industrial sizing for new infrastructure. These mains are proposed to be placed between the curb and sidewalk on the opposite side of the road from the gas and electric lines along the major collector roads within the subdivision. See Exhibit 10. Kentucky American Water requests a loop connection to the existing public line in Langstane Drive in the Coventry subdivision. This is provided in the master plan within an easement adjacent to the walking trail.

Hydrants are preliminarily proposed approximately 200' apart along the mains. Further coordination with LFUCG Fire Department and Kentucky American Water for final hydrant location and frequency is required prior to construction.

Service lines to each lot are proposed with the water main construction, and a service line is proposed to serve the LFUCG tank where the existing 12" water line and service are demolished.



*Electric*

Louisville Gas and Electric Company and Kentucky Utilities (LGE-KU) have overhead electrical facilities throughout the area. These lines have typical 30' easements. There are several primary and service lines existing on the Coldstream property.

A network of existing lines runs from Georgetown Road near Dairy Road and services the existing dairy barn facilities. This line continues across the Interstates 75/64 to service properties north of the interstate. The master plan proposes to remove the existing overhead network and replace with similarly sized underground lines located along proposed property lines and roadway, maintaining the service to the properties north of the interstate.

Overhead electrical lines which service the Coventry neighborhood run along the boundary between the site and the Coventry neighborhood and continue east of the site into UK's Coldstream Research Center, crossing a proposed lot at the cul-de-sac. These lines are proposed to remain in place with a 30' easement.

The existing research facility is serviced by overhead lines from the properties north of the site by crossing Interstates 75/64. This service line is proposed to be removed.

Primary underground electrical lines are proposed along the major collector roadways within the subdivision, see Exhibit 11. LG&E - KU typically will provide each customer with a single-service voltage/configuration and will provide this service to a single location at each lot or facility. Customers provided with three-phase service are expected to provide any necessary voltage transformation and onsite service lines (transformer, secondary service, trenching, etc.) as needed.

*Telecommunications*

AT&T has a fiber cable running along the west side of Georgetown Road which may be utilized for fiber business class service. Spectrum/Charter services the adjacent neighborhoods, running along the north side of Coventry and west side of Georgetown Road. Telecommunications lines are typically installed according to the provider.

*Gas*

Columbia Gas has high and medium service lines in the vicinity. A high pressure gas line runs along the west side of Georgetown Road and along the western corner of the property. A medium pressure gas line runs in along Georgetown Road Right-of-way in the northwestern corner of the property.

Gas lines to serve the lots are proposed along the two major collector roadways in the subdivision. See Exhibit 12. The line is proposed between the sidewalk and back of curb on the side of the road opposite the water line.

**Additional Steps**

*Permitting Timeline*

The master plan and the associated documents described here attempt to outline the next steps to get the site ready for development by the time the parcel becomes LFUCG property. After this master plan phase, the project must be rezoned, followed by full engineering design, and finally permitting. The Permitting Timeline provides an outline of the steps identified during this master plan process that must happen to break ground for the infrastructure. The outline identifies likely permits needed by tenants, however, the permits required may vary based on parcel location and future land use.



*Mitigation*

In addition to routine permits required by state and local agencies for grading, land development, and construction of buildings, roads, and utilities, it is anticipated that the Coldstream Park project will require authorization from the US Army Corp of Engineers (USACE) for impacts to jurisdictional streams by the proposed road crossings and detention basin outlets. It is unlikely that the USACE will require compensatory mitigation for these minor impacts. However, the USACE will consider effects on historic and prehistoric archaeological sites, as well as effects on federally protected plants and animals, before authorizing the project. Additionally, the USACE will not authorize the project until the Kentucky Division of Water (KDOW) approves a 401 Water Quality Certification.

At the beginning of the next phase of work, a more detailed analysis of the option to utilize bottomless arches to provide creek crossing without USACE permitting should be explored.

*Additional Considerations/Requirements*

The State Historic Preservation Officer (SHPO) will assist and consult with the USACE, and may require investigations by historians and archaeologists before making a recommendation. Habitat for federally protected bats is present, and the US Fish and Wildlife Service will assist and consult with the USACE and likely recommend additional investigations by biologists to determine if protected bats are using this habitat, or they may accept a voluntary contribution to the Imperiled Bat Conservation Fund, managed by the Kentucky Natural Lands Trust.

*319 Nonpoint Source Management Program*

The 1987 amendments to the Clean Water Act (CWA) established the [Section 319 Nonpoint Source Management Program](#). Section 319 addresses the need for greater federal leadership to help focus state and local nonpoint source efforts. Under Section 319, states, territories and tribes can receive grant money that supports a wide variety of activities including technical assistance, financial assistance, education, training, technology transfer, demonstration projects and monitoring to assess the success of specific nonpoint source implementation projects.

By amendment to the federal Clean Water Act in 1987, the Section 319(h) Grant program was established to provide funding for efforts to reduce [nonpoint source pollution](#). Each year KYDOW applies to US EPA to receive 319(h) funding. After receiving the federal award, DOW distributes a majority of the monies received through a competitive grant award process. Within this program, funds may be used to demonstrate innovative best management practices (BMPs), support education and outreach programs, develop Watershed Based Plans, and to implement [Watershed Based Plans](#). Funds can be used to pay for 60 percent of the total cost for each project; a 40 percent nonfederal match is required.

Applicants to the Commonwealth's Nonpoint Source Grant Program must first submit a project proposal. Applicants may include communities, citizen groups, government agencies, colleges or universities and nonprofits. Each applicant group submits a short proposal. Proposals are then reviewed and ranked by KYDOW and their partners. The proposals that rank highest are invited to apply for a grant award.

The grant award application is substantially more detailed compared to the proposal. Applications include several pages of project summary and background, detailed objectives, a milestone schedule, a list of project partners with letters of support, and a comprehensive budget. KYDOW staff are available to work with applicants to ensure all parts of the application are completed sufficiently for submission. Complete applications that are received by the annual deadline are reviewed and ranked by KYDOW and an expanded group of invited partners. Awards are granted to those applications that rank the highest. The top applicants consistently build partnerships in their watershed that include stakeholders from all areas to achieve citizen and government support and maintain



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sustainable results. KYDOW strives to fund as many applications as possible in order to see the greatest positive impact on nonpoint source pollution in Kentucky.

This project location is a great candidate for proposal because it is within an “approved watershed based plan” that was produced with prior grant funding and is a key element to having a project be selected for implementation projects. Project Proposal forms are usually due in early December and the Application (if invited to apply) is due early February.

Exhibits: Exhibit 1 Site Context  
Exhibit 2 Master Plan  
Exhibit 3 Typical Roadway Sections  
Exhibit 4 100’ Residential Buffer Section  
Exhibit 5 Central Stream Buffer Section  
Exhibit 6 Preliminary Parcels  
Exhibit 7 Conceptual Building Layout  
Exhibit 8 Conceptual Sanitary Plan  
Exhibit 9 Conceptual Stormwater Plan  
Exhibit 10 Conceptual Water Plan  
Exhibit 11 Conceptual Electric Plan  
Exhibit 12 Conceptual Gas Plan  
Exhibit 13 Perspective Rendering  
Exhibit 14 Perspective Rendering Labeled

Attached: Preliminary Cost Estimate  
Infrastructure and Tenant Permitting Timeline  
Stormwater Prioritization Memo  
Stormwater Prioritization Scoring Memo

ORDINANCE NO. 008 - 2022

AN ORDINANCE CHANGING THE ZONE FROM AN AGRICULTURAL RURAL (A-R) ZONE FOR 136.26 NET (172.26 GROSS) ACRES, AN AGRICULTURAL URBAN (A-U) ZONE FOR 56.33 NET (63.17 GROSS) ACRES, AND A UNIVERSITY RESEARCH CAMPUS (P-2) ZONE FOR 7.41 NET AND GROSS ACRES TO A RESTRICTED LIGHT INDUSTRIAL (I-1) ZONE FOR PROPERTIES LOCATED AT 2850 GEORGETOWN ROAD AND 1490 BULL LEA ROAD (A PORTION OF). (URBAN COUNTY COUNCIL; COUNCIL DISTRICT 2).

---

WHEREAS, at a Public Hearing held on December 16, 2021, a petition for a zoning ordinance map amendment for properties located at 2850 Georgetown Road and 1490 Bull Lea Road (a portion of) from an Agricultural Rural (A-R) zone for 136.26 net (172.26 gross) acres, an Agricultural Urban (A-U) zone for 56.33 net (63.17 gross) acres, and a University Research Campus (P-2) zone for 7.41 net and gross acres to a Restricted Light Industrial (I-1) zone was presented to the Urban County Planning Commission; said Commission recommending conditional approval of the zone change by a vote of 11-0; and

WHEREAS, this Council agrees with the recommendation of the Planning Commission; and

WHEREAS, the recommendation form of the Planning Commission is attached hereto and incorporated herein by reference.

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

Section 1 - That the Zoning Ordinance of the Lexington-Fayette Urban County Government be amended to show a change in zone for properties located at 2850 Georgetown Road and 1490 Bull Lea Road (a portion of) from an Agricultural Rural (A-R) zone for 136.26 net (172.26 gross) acres, an Agricultural Urban (A-U) zone for 56.33 net (63.17 gross) acres, and a University Research Campus (P-2) zone for 7.41 net and gross acres to a Restricted Light Industrial (I-1) zone, more fully described in Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 2 - That under the provisions of Article 6-7 of the Zoning Ordinance, the following use restrictions shall apply via conditional zoning:

- a. Prohibited Uses:
  - i. Wholesale establishment, wholesale establishment with warehouses, storage and warehousing.
  - ii. Laundry (excluding self-service laundry), clothes cleaning or dyeing shop.
  - iii. Ice plant.



- iv. Tire retreading and recapping.
- v. Parking lots and structures.
- vi. Machine shops.
- vii. Kennels, animal hospitals or clinics.
- viii. Garden centers.
- ix. Truck terminals and freight yards.
- x. Automobile service stations, subject to the conditions of Article 16.
- xi. Major or minor automobile and truck repair.
- xii. Establishments for the display and sale of precut, prefabricated, or shell homes.
- xiii. Carnivals.
- xiv. Retail sales of building materials and lumber.
- xv. Pawnshops.
- xvi. Shredding, sorting and baling of paper scrap and storage of waste paper.
- xvii. Automobile and vehicle refueling stations.
- xviii. Indoor recreational activities, including, but not limited to, indoor tennis courts; skating rinks; athletic club facilities and bowling alleys.
- xix. Mining of non-metallic minerals.
- xx. Circuses.
- xxi. Ecotourism activities to include campgrounds; commercial hiking, bicycling, equine and zip line trails; tree; canopy trails; canoeing and kayaking launch sites; recreational outfitters; fishing and hunting clubs; botanical gardens; nature preserves; and seasonal activities, including associated gift shops as an accessory use.
- xxii. Market gardens.
- xxiii. Billboards.
- xxiv. Recycling, sorting, baling and processing of glass and nonferrous metals, including copper, brass; aluminum; lead and nickel, but not including automobile wrecking yard; building materials salvage; junk yards or other uses first permitted in the I-2 zone. Recycling, and processing of paper shall be permitted only when wholly conducted in a completely enclosed building.
- xxv. Commercial woodlots.
- xxvi. Retail sale of liquid propane.
- xxvii. Automobile, truck ATV, motorcycle, bicycle motocross, or other vehicle or bicycle race tracks.
- xxviii. Public utilities and public service uses and structures.
- xxix. Penal or correctional institutions.
- xxx. Cable television system facilities, including transmitting towers; antennas; earth stations; microwave dishes; relays; business offices; television studios; and storage facilities.
- xxxi. Vehicle storage yards.
- xxxii. Commercial composting.
- xxxiii. Helistops and heliports.
- xxxiv. Community Centers.
- xxxv. Day Shelters.

b. All development sites within the Legacy Business center shall be governed by a final development plan.

These restriction are appropriate and necessary for the following reasons:

1. To protect the appearance of the Georgetown corridor as a gateway into Lexington, while promoting employment that is appropriate along Lexington's freight corridor.
2. The Planning Commission has adopted a Well head Protection Plan for the Royal Spring Aquifer, which sets forth a plan to ensure a continual source of potable groundwater from Royal Spring for Georgetown and Scott County, and to preserve the integrity of surface waters. This plan has been adopted by both the Planning Commissions of Fayette and Scott Counties, and has most recently been approved by the Kentucky Division of Water on 8/28/03.
3. The proposed restrictions within the Well head Protection Area will better protect the surface and groundwater in the area by prohibiting some uses and requiring "best management practices" for other uses that could potentially be harmful to the wellhead, thus ensuring greater compliance with the Royal Spring Wellhead Protection Plan.

Section 3 - That the Lexington-Fayette Urban County Planning Commission is directed to show the amendment on the official zone map atlas and to make reference to the number of this Ordinance.

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

PASSED URBAN COUNTY COUNCIL: February 10, 2022

  
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MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: February 17, 2022-1t

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