

RESOLUTION NO. 523 - 2020

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 11-2020), WITH GRESHAM SMITH, FOR SITE EVALUATION, DEVELOPMENT OF A MASTER PLAN, AND RELATED SERVICES, FOR THE 200 ACRE COLDSTREAM INDUSTRIAL PARK SITE, AT A COST NOT TO EXCEED \$148,500.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Professional Services Agreement (awarded pursuant to RFP No. 11-2020), which is attached hereto and incorporated herein by reference, with Gresham Smith, for site evaluation, development of a master plan, and related services, for the 200 acre Coldstream Industrial Park site, at a cost not to exceed \$148,500.00.

Section 2 - That an amount estimated not to exceed the sum of \$148,500.00 be and hereby is approved for payment to Gresham Smith, from account #1144-136103-71299 pursuant to the terms of the agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of November 11, 2020 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and GRESHAM SMITH (**PROFESSIONAL**). **OWNER** intends to proceed with a Master Plan and Site Evaluation for Coldstream Industrial Park (200 acre site) in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional planning, engineering, and analysis services for the city as contemplated in the **OWNER**'s Request for Proposal No. 11-2020. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of professional planning and analysis services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 11-2020.

PROFESSIONAL shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional planning and analysis representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform professional services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 11-2020 (Exhibit "A") and **PROFESSIONAL**'s Response, limited to the Study Approach, dated July 10, 2020 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 11-2020 (Exhibit "A").

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct research and gather necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 9 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 11-2020 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including study objectives and constraints, performance requirements, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, models, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See Exhibit "A" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job. The negotiated cost of services is represented below.

<u>Cost (Total Cost of Services Below)</u>	\$148,500
Task 1 – Initial Site Analysis & Preliminary Site Layout:	\$34,000
Task 2 – Master Plans	\$40,000
Task 3 – Neighborhood Engagement & Industrial Authority Board Meetings	\$14,500
Task 4 – Implementation Plan	\$60,000

5.2. Times of Payment.

5.2.1. PROFESSIONAL shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** binds himself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate within the appropriate standard of skill and care. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.7. Security Clause.

The **PROFESSIONAL** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.8. Access to Records.

The **PROFESSIONALS** and his sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years

after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 11-2020 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

- 7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

- 8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: Linda Gorton
LINDA GORTON, MAYOR

Date: 11/23/2020

ATTEST:

Mackenzie Sommers
~~ABIGAIL ALLEN, COUNCIL CLERK~~
Mackenzie Sommers, Deputy Council Clerk

PROFESSIONAL (GRESHAM SMITH):

Signature: Jessica K. Lucyshyn

Printed Name: Jessica K. Lucyshyn

Position: Executive Vice President

Date: 10/16/20

COMMONWEALTH OF KENTUCKY
COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Linda Gorton as Mayer for and on behalf of LFUCG, on this the 23rd day of November, 2020.

My commission expires: 11/7/2023

Mackenzie Sommers
NOTARY PUBLIC, STATE AT LARGE, KY



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #11-2020 Coldstream Industrial Park Master Plan & Site Evaluation** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **July 10, 2020**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

PROJECT PURPOSE

The Lexington-Fayette Urban County Government (“LFUCG”) is seeking proposals from qualified professional planning firms to complete a site evaluation and develop a master plan for the 200 acre Coldstream Industrial Park site (“Site”), which will be conveyed to the LFUCG by the University of Kentucky by July 1, 2022.

The development of the master plan will include a community engagement component, and an emphasis on the identification and programming of necessary site infrastructure and funding mechanisms. A conceptual sketch plan for the site is attached as a reference, and is intended to guide one master plan scenario as defined in this scope of work.

PROJECT SITE

The subject site is located at the southeast quadrant of the intersection of Interstate 75/64 and Georgetown road adjacent to the Coldstream Research Campus, and is currently home to the University of Kentucky’s Coldstream Dairy Research Farm. The farm facilities will relocate prior to conveyance of the site to the LFUCG in 2022. Existing infrastructure on the site is limited to the farm and supporting infrastructure, and the majority of the site is vacant/undeveloped.

A Phase I Environment Site Assessment was prepared for the site in March 2018, and is available for review upon request. The Assessment revealed no evidence of recognized environmental conditions on the property.

PROJECT GOALS / OUTCOMES

The primary outcome of the Master Plan will be a framework for the development of the site that will:

- Identify several initial site development alternatives for initial discussion;
- Coordinate with the Lexington-Fayette Urban County Industrial Authority (“Industrial Authority”) throughout the project;
- Provide for engagement with adjacent residential neighborhoods through community meetings;
- Provide two Master Plans for the site (preferred and alternative); and
- Identify necessary infrastructure and associated costs, and develop a cost-feasible phased implementation plan for the installation of necessary site infrastructure.

TASKS / PRODUCTS

1) Initial Site Analysis & Preliminary Site Layout

Utilizing available site information, prepare a base map for the 200 acre site and identify property information, environmental considerations (topography, floor plains, streams, known wetlands, tree canopy), existing infrastructure, and adjacent property information. Develop up to four conceptual site layout sketches (including refinement of existing site layout sketch, attached) for initial discussions with the Industrial Authority, with a goal of identifying a preferred and alternative scenario.

2) Master Plans

Utilizing the preferred and alternative scenarios, create two Master Plans that incorporate, at a minimum, the following components:

- Land use plan, including recommending zoning, resulting lot configuration options, and conceptual building envelope and orientation;
- Layout and cost of infrastructure improvements, including roadway design and alignment, anticipated traffic volumes, stormwater management requirements (including location of retention/detention), and other utility infrastructure such as sewer, water, gas, electric, telecommunications, fiber, etc.);
- Coordination with LFUCG and outside agencies (e.g. KYTC, Lextran) to ensure that site development requirements, site access, and other considerations are adequately addressed; and
- Proposed shared amenities for future users of the site.

Provide for amendments to the Master Plan scenarios subsequent to the completion of neighborhood engagement tasks and at the direction of the Industrial Authority.

3) Neighborhood Engagement & Industrial Authority Meetings

Conduct two community meetings with adjacent neighborhood associations to present the master plans and obtain community input regarding site design, buffering, and other considerations.

Attend two Industrial Authority meetings to: review preliminary conceptual site layout sketches and facilitate selection of a preferred and alternative scenario; and present Master Plans (preferred and alternative) to the Industrial Authority for final comments and changes.

4) Implementation Plan

- A detailed cost estimate for each plan for the provision of infrastructure improvements;

- A phasing plan for site development, including costs, with input from LFUCG staff;
- Develop a detailed financing strategy for infrastructure improvements, including, but not limited to, coordination with state and other agencies to identify financing opportunities;
- Recommendations for zoning text amendments, as necessary;
- Identification of further studies and/or coordination efforts with other agencies necessary prior to development; and
- A permitting timeline to guide potential tenants in local and other agency permitting requirements.

5) Master Plan Implementation (OPTIONAL TASK)

- Provide permit coordination for local (LFUCG) and other permit requirements, to include all tasks necessary to obtain permits for the installation of onsite infrastructure.

TIMELINE

Notice to proceed anticipated in August 2020 with a desired project timeline of five months.

PROJECT OVERSIGHT

The Chief Development Officer is the primary project contact and will facilitate close coordination with the Industrial Authority, which will also guide project development and work products.

PROJECT BUDGET

The anticipated budget for this project is not to exceed \$150,000.

DELIVERABLES

- Electronic copies of preliminary sketches for presentation to the Industrial Authority.
- Conduct two (2) neighborhood meetings to obtain public input.
- Attend two (2) Industrial Authority meetings.
- Public display materials or presentations created for the project.
- Six copies and an electronic copy (pdf) of the final Master Plans (2) and associated Implementation Plan.

SCHEDULE & PAYMENT

The Consultant shall provide a preliminary project schedule indicating deadlines for deliverables. The selected consultant will be responsible for developing a revised project schedule at the beginning of the contract.

The Chief Development Officer and the Director of the Division of Planning shall not approve payment in an amount greater than the contract fee percentage shown below for each project milestone.

Task 1	15%
Task 2	50%
Tasks 3 & 4	80%
Delivery of final Master Plans and associated Implementation Plan	100%

SUBMITTAL REQUIREMENTS

Seven hard copies and a digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

- 1) Brief history of the consulting firm or firms on your team.
- 2) The names and resumes of the people who will be assigned to the project and the percentage of their time that will be committed to this project.
- 3) Why your team is best suited to develop the Master Plan? What innovative ideas or unique experience does your team bring to the table?
- 4) Examples of projects of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.
- 5) Outline of the consulting team's project approach, project milestones and a timeline for completing the project.
- 6) Estimated cost of services.

SELECTION CRITERIA

A selection committee will evaluate and score the consulting firm / teams based on their qualifications and level of knowledge and experience working on projects of similar scope and scale. Team qualifications will be demonstrated and evaluated by:

- 1) Adherence to all six submission requirements and the professionalism of the written proposal. **15 points**

- 2) Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. **25 points**
- 3) Familiarity with the details of the project and proposed approaches for providing required services, with emphasis on innovative project approaches. **30 points**
- 4) The past record and performance on contracts with governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. **10 points**
- 5) The capacity of the consulting team to perform the work within the time limitations, providing for clear explanation for project timeline adjustments as necessary in the response. **10 points**
- 6) Estimated cost of services. **10 points**



Gresham Smith

September 24, 2020

COLDSTREAM INDUSTRIAL PARK MASTER PLAN & SITE EVALUATION LEXINGTON, KY

Project Approach

We know how important this project is to you and the Lexington community. This project represents a strong collaborative partnership between the university and city as well as an economic opportunity for its residents. This is a big opportunity to showcase what innovative development can look like as Lexington continues to provide sustainable growth strategies within the Urban Service Boundary

Our multidisciplinary team is well versed in hosting engaging, informative and thoughtful planning processes. We have all the required technical knowledge to deliver implementable yet aspirational results. To achieve the project goals and outcomes identified in the RFP we will use tried and true methods as well as suggesting possible tweaks and innovations to help strengthen and amplify the outcomes of this effort. We envision finalizing the scope and details of each task at the Client team Kick-off and have included our suggestions for your consideration here.

Task 1 - Initial Site Analysis & Preliminary Site Layout

Having produced successful planning processes involving multiple clients and communities, our team suggests running Task 3 concurrently to the planning process, tasks 1 and 2. This will allow the overall project schedule to stay on track and allow input from agencies, the IAB and the community to have meaningful impact on the design process.

Initial Site Analysis

Setting a strong foundation of existing conditions information is critical for a master plan's success. Luckily, because our team has been working in and around Coldstream for years, we have a head start. We have already completed significant amounts of research and have institutional knowledge that will inform the site analysis. To begin, our team will collect our previous and current work, all relevant past planning and design documentation, and publicly available GIS. Our team of experts will work collaboratively to review this data and prepare a Development Framework Map and Site Analysis Memo that will clearly describe and illustrate the site's key opportunities and challenges.

Within this work we will perform a baseline environmental study and archeological review, coordinate with and review KYTC plans that may impact future site development, review land use and zoning implications, and describe existing infrastructure.

Once completed our team suggests hosting a collaborative workshop with the Client team, Industrial Authority Board (IAB) and potentially key city agency leaders to present these findings and collect initial feedback. At this meeting our team will facilitate a conversation about the client

team and IAB's vision for the 200-acre site to provide a high level direction for each of the four potential site layouts.

An Innovative Preliminary Site Layout Process

With the development framework, due diligence memo and documented input from the client team and IAB as a foundation, our team will work diligently to prepare four site concept options. Our team of multidisciplinary experts will layout four complete options. We will utilize the latest in innovative site design software to transform sketched options into informative and quantifiable site plans including providing metrics to evaluate each of the four options. These metrics may include data such as:

- floor to area ratios (FAR)
- square footage by use type
- available parking per parcel
- total grading for pad ready lots
- comparison of utilities required
- number of stream crossings
- area of amenity spaces
- number of lots
- average size of lots
- total area reserved for stormwater treatment
- community connections

This high-level data will be imperative for the Client team and IAB to make the most informed decisions when reviewing the four options. In addition our team will translate each plan into a 3D massing model to showcase the overall development potential and help clearly articulate the potential scale of buildings, parking lots, and open spaces. This imagery will also illustrate potential relationships to neighboring properties, visibility from the adjacent roadways, and suggested integration/connectivity with Coldstream and the Legacy Trail.

Once complete our team will prepare a Concept Plan Summary that will be presented to the Client team and IAB in an effort to identify two plans to move forward. The Preferred and Alternative plans will be more fully developed in Task 2.

Task 2 - Master Plan Development & Neighborhood Engagement and Industrial Authority Board Meetings

Develop Draft Preferred and Alternative Master Plan Scenarios

Our team will begin Task 2 by reviewing Client team and IAB input on the four preliminary site plan options. We will also review feedback from relevant agency coordination and input collected through the community engagement portal. Using this information and our existing conditions research the team will develop two master plan options.

Final Preferred Plan and Alternative Plan Production

Our team believes strongly that it will be in the best interest of the Client team and IAB to focus the majority of the planning and design team's efforts on a preferred plan as soon as possible to ensure it can be as detailed as possible within the scope of this process. This will save the client team and IAB time and budget in the long run.

After community meeting #1 input is collected the planning and design team will work with the client team and IAB to decide if it is possible to focus on one of the two plans in an effort to allow for more detailed development of the final plan. Our team believes it is possible to develop a preferred plan to a 30% construction documentation level. Allowing our team to focus on one option would provide for far greater detail in phasing, cost estimates, traffic analysis, finance and zoning strategy, and permitting/implementation process, etc.

If this is not possible our team is fully prepared to advance both a preferred and alternative plan as requested including the requested evaluations in the RFP with the understanding that the level of detail would not be as great as if one plan were selected.

Once the final plan or plans are developed the final plan(s) associated evaluation metrics and supportive character imagery would be presented to the Client team and IAB for final input and then publicly presented for final public comment at community meeting #2.

Task 3 – Community Engagement and IAB Meetings

IAB Meetings

IAB Meeting #1 - Preliminary Site Concept Plans Presentation to IAB

Once complete our team will prepare a Concept Plan Summary that will be presented to the Client team and IAB in an effort to identify two hybrid plans to move forward. The Preferred and Alternative plans will be more fully developed in Task 2.

IAB Interim Review, Meeting #2 - Draft Plan Review

Our team suggests an early plan refinement stage where the preferred and alternative plans are drafted, evaluated by our team, and reviewed by the Client team and IAB. Our team will provide technical summaries of each plan including:

- land use and zoning strategies
- lot configuration options
- building massing and configuration
- layout and order of magnitude cost of infrastructure
- traffic and circulation impacts
- stormwater and infrastructure requirements
- shared amenities

Once reviewed and refined based on Client team and IAB feedback we will coordinate with relevant agency stakeholders, make final adjustments and then present the two plans publicly at community meeting #2.

Community Engagement

In addition to the research and preliminary site layout work, our team will populate and launch the online community engagement portal. At the client team kick-off we will discuss the potential of the community engagement portal and how to use it. We know first-hand how community response can influence the development process and believe it is important to provide clear messages, be transparent, and engage early and often. Additionally, we have seen the impacts of COVID-19 and the pandemic in our work across the country. Finding innovative ways to meaningfully engage the community is paramount to the success of getting community support, but also can have major influences on project timelines and budgets. We want to face this challenge head on and are committed to developing a community engagement portal with the following tools/capabilities:

- Share project background, goals and timeline with the community in an online and mobile friendly format
- Provide regular project updates
- Gather community feedback via text messages and direct comments

Community Meeting #1

Our team is also prepared and advises an early engagement outreach to local neighborhood leaders. Similar to our early agency coordination we will identify these neighborhood stakeholders and have a coordination call to bring them into the process early, explaining the project and listening to the concerns of these stakeholders.

Community Meeting #2

Our team will present the two plans (preferred and alternative). The public presentation will focus on communicating elements of the project that are most pertinent to the community including traffic and roadway safety, buffers, access and circulation, visual impacts, land uses, etc. We will also be able to upload and share this information through online presentations and an interactive survey to ensure the materials are as accessible as possible.

Task 4 - Implementation Plan

The implementation plan will utilize the final plan(s) as developed in Task 2. This plan will inform the detailed cost estimates for infrastructure improvements, phasing plan(s), zoning strategy, permitting strategy and additional studies/coordination necessary to deliver implementation.

Cost Estimates, Budget and Quality Control

Gresham Smith is working on billions of dollars' worth of economic development from high tech industries and logistics to manufacturing and corporate headquarters. We are delivering projects at multiple scales from small single-story office and laboratory buildings to two million square foot high tech facilities. On every project, no matter the size Gresham Smith utilizes our Quality Management System (QMS) to prioritize our technical design quality and ability to keep projects on budget from planning through implementation. As such our team of designers will work through our standard on-team and off-team review protocols and have access to top designers and engineers with national experience ensuring your final plans and cost estimates have the best information and are of the highest quality.

Phasing Plan and Infrastructure Finance Strategy

Our team's experts will collaborate to develop a phasing strategy that sets up the Industrial Park for short and long-term success. Our experts in development finance will work closely with the phasing plan to ensure the implementation and finance strategy are in alignment. Led by Commonwealth Economics, our team will review and assess the potential financing mechanisms and funding sources for the Project's infrastructure, estimate the various revenue streams that might be generated by the Project, model impacts as it relates to potential job and tax revenue generation, and make a recommendation regarding the preferred components of the capital structure and feasibility of the proposed project, including an assessment of current financial market conditions prevailing at the time. Commonwealth Economics has suggested the following potential process and tools that will be a part of the initial kick-off discussion:

- Working with the project team to understand a general description of the proposed project, its scope and uses, estimated costs, preliminary construction schedule, and agreed upon pro forma estimates/assumptions.
- Developing an assessment of the potential economic and fiscal impacts and tax dollars that may be generated as a result of the project's successful completion. This would rely on

proven methodologies for estimated various impacts, including the use of IMPLAN software and data.

- Using provided pro forma estimates and findings of previous sections to model various revenue streams that may be used to help fund the project. This may include an assessment of various federal, state, and local incentives / grant programs, weighing the costs and benefits of each program and how they might be useful to fund certain project components.
- Using the developed pro forma estimates and findings to model various financing scenarios and funding mechanisms, including reviewing and assessing the potential utilization of:
 - Federal, State, and Local Incentive and Grant Programs (excluding TIF);
 - Developer surcharges;
 - Special taxing district(s); and
 - Parcel sales.

Additionally we will identify potential innovative or non-traditional funding mechanisms like 319(h) Watershed Grants, Lexington Stormwater Quality Improvement Design and Infrastructure Grants, and more.

Zoning Matrix

Our team, led by Nick Nicholson from Stoll, Keenan Ogden, is prepared to develop a zoning recommendations matrix that will suggest potential zoning strategies including pros and cons of each option. One option that will be included is the potential to create a new innovative zoning category specifically tailored to this site and its intended use. Our team has previous experience doing just this with success at the Coldstream Campus with the new P-2 zone. Our team has worked with the city planning department for years and will work directly with them to ensure the zoning strategy options are feasible and have buy in from the department level.

Permitting Timeline

Our team has extensive experience producing documentation to clarify the required steps of development for our clients and their future tenants. We understand that numerous processes and permits must be completed before earthwork can commence and we have experience with each step of this process.

We see the permitting timeline as being two distinct deliverables. The first outlining the required permitting and timeline for implementation of the phased infrastructure master plan. The second

would be a step by step guide for future tenants so when the IAB is marketing the property, the development process is clear and expectations are simple to understand.

Infrastructure Permitting Outline

This outline will clearly detail the specific steps required to take the master planned infrastructure from paper to construction. The outline will list the necessary processes, applications, meetings, coordination, fees, permits and more to prepare the client for the construction phase. This detailed outline will serve as a roadmap for construction.

Future Tenant Permitting Outline

Similar to the infrastructure permitting outline, the team will prepare a permitting outline on the parcel level to help inform the future tenant build outs. This outline would include a detailed site design and approval process description, permit needs and fees, and answers to other questions future tenants may have.

Identification of Additional Studies/Coordination and Deliverables

Based on the infrastructure and future tenant permitting outlines, our team will develop a list of both required and recommended additional studies and coordination efforts. Each will come with a description, deliverable, suggested timeline and budget as is feasible.

Deliverables and Fee Schedule

Task 1: Initial Site Analysis & Preliminary Site Layout - \$34,000

Initial Project Kick-off and Visioning Meeting
Initial Site Analysis: Development Framework Map + Site Analysis Memo (Gresham Smith + team)
Baseline Environmental Study & Archeological Review (Third Rock)
Coordination calls with relevant agencies: KYTC, LFUCG, ACOE (Gresham + team)
4 Preliminary Site Plans with metrics and massing studies (Gresham Smith)
Biweekly Client Team Calls (Gresham Smith)

Task 2: Master Plans - \$40,000

Develop 2 Plans – Preferred and Alternative (Gresham Smith + team)
Coordination calls with relevant agencies: KYTC, LFUCG, ACOE, etc (Gresham Smith + team)
Biweekly Client Team Calls (Gresham Smith)

Task 3: Neighborhood Engagement & Industrial Authority Board Meetings - \$14,500

Community Engagement Website + Survey (Gresham Smith)
Community Meeting 1 – Early Coordination Call with Neighborhood Stakeholders (Gresham Smith)
Community Meeting 2 – Present Preferred and Alternative Plans (Gresham Smith)

IAB Meetings:

Present 4 Preliminary Layouts and facilitate selection of preferred and alternative (Gresham Smith + team)

Present for Review 2 Draft Master Plans (preferred and alternative) (Gresham Smith + team)

Task 4: Implementation Plan - \$60,000

Infrastructure Cost Estimates (Gresham Smith)

Phasing Plan (Gresham Smith + team)

Zoning Matrix/Recommendations (Gresham Smith + N. Nicholson)

Financing Strategies (Commonwealth)

Infrastructure Permitting outline (Gresham Smith + Third Rock)

Future Tenant Permitting Outline (Gresham Smith)

Final Implementation Plan (Gresham Smith + team)

Prepared by: Erin Hathaway
Project Manager