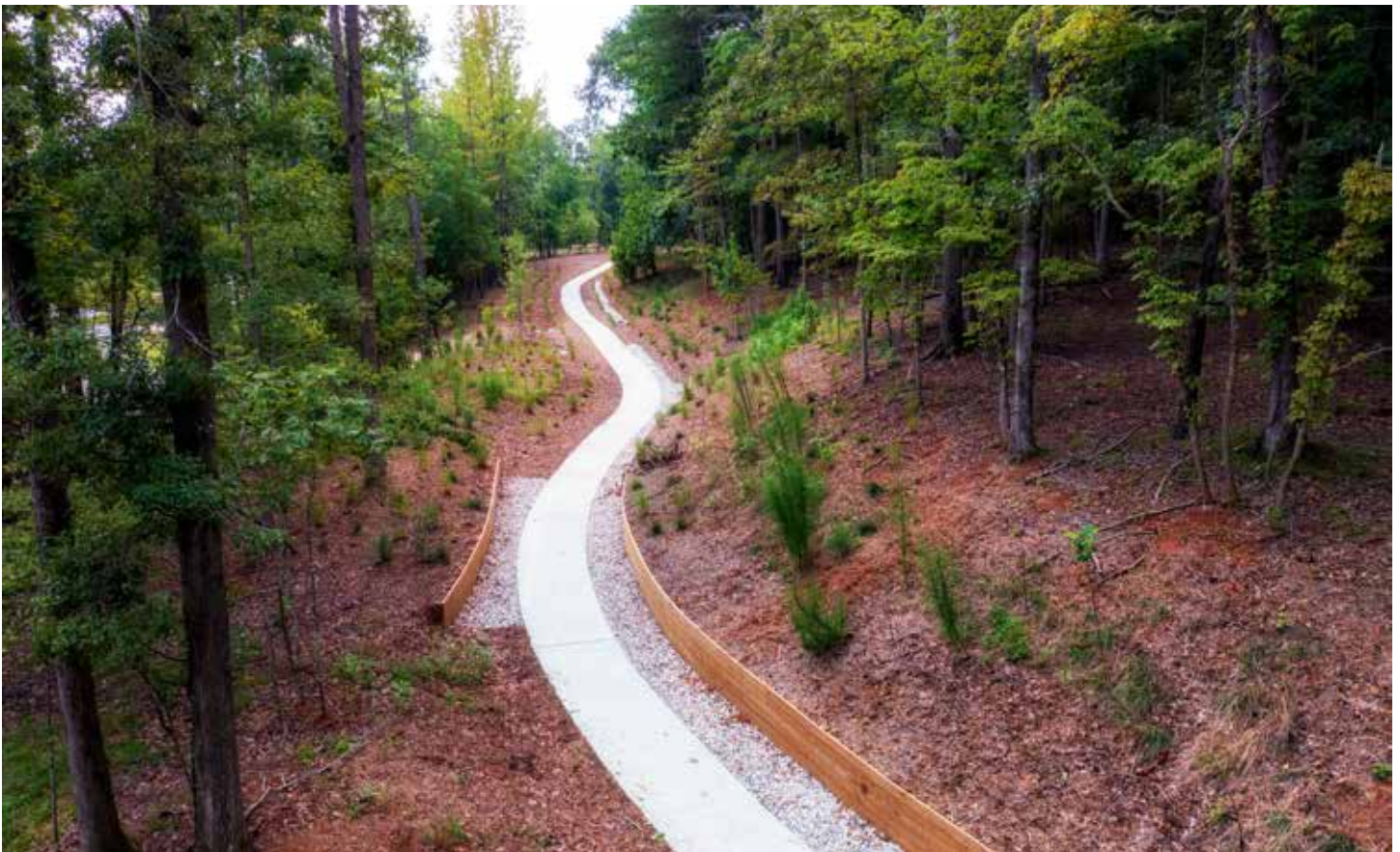

RFP: #57-2024 / DUE: DECEMBER 10, 2024

Lexington-Fayette Urban County Government Veterans Park Parking and Trail Design



SUBMITTED BY:

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW

Contact: Samantha Castro, Senior Associate

Lexington Office Manager

110 West Vine Street, Suite 300

Lexington, KY 40507

Phone: 859.317.5585

Email: scastro@tsw-design.com

Web: www.tsw-design.com

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December 9, 2024

Dear Selection Committee:

On behalf of the **Tunnell-Spangler-Walsh & Associates, Inc. (TSW) Team**, it is our pleasure to submit the enclosed proposal to Lexington-Fayette Urban County Government for the Design Services for Parking and Trails that will assess current conditions and perform full design services for new parking and trail connections for the Lexington Division of Parks and Recreation at Veteran's Park. We appreciate the opportunity to submit on this effort and believe that our team has the proven analytical, visioning, community engagement, design, and implementation experience needed to perform a parking audit, assess current facilities, work with stakeholders and the community to define goals and priorities, and create a conceptual design that meets the needs of the community, while staying within a reasonable budget for LFUCG. For this effort, we are teaming with **HMB Professional Engineers** for transportation and civil engineering and **Athena Engineering and Environmental** for geotechnical expertise.

Atlanta, Georgia
Lexington, Kentucky
Tulsa, Oklahoma
Chattanooga, Tennessee

TSW's team lead, Samantha Castro, brings a unique perspective to the project living adjacent to, and often frequenting Veterans Park, and having a child that plays baseball in the Southeastern Little League. Our Team understands how many unique users of the park there, the draw Veterans has for much of Fayette and Jessamine County, and how those different needs weigh on park infrastructure. This project is the continuation of an effort to steadily improve the park, be it through watershed improvements, enhancements to trails, increases in native plantings, and the latest addition of the popular dog park.

The TSW Team, led by landscape architects and planners, and supported by engineers, takes a systems approach to planning and analysis that considers environmental conditions, cultural resources, user experience and needs, and landscape solutions into a system-wide plan. Our solutions are community based, creative, cost conscious, and sustainable. Our project examples try to highlight unique elements that have a direct correlation to this project. For instance, the East Roswell Park renovation that is currently under construction, included ADA accessibility updates to existing facilities, parking expansion, and trail access.

As the leader of our Lexington, Kentucky office, Samantha Castro will be the main contact for this effort. Please do not hesitate to contact me or Samantha if you have any questions.

Sincerely,

Bryan Bays, Principal

Direct: 470.751.2421
Email: bbays@tsw-design.com

Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

SECTION 1:

TSW Team Overview

The **Tunnell-Spangler-Walsh & Associates, Inc. (TSW) Team** has been assembled to bring expertise in parking assessment, planning, design, engineering, and sustainability of trail design and accessibility, and stakeholder engagement. The team will be managed by TSW, which will guide the update with analysis, land planning, trail design, stakeholder engagement, policy recommendations, and implementation and management strategies. For this effort, we are teaming with **HMB Professional Engineers** for parking analysis, and civil engineering, and **Athena Engineering and Environmental LLC** for geotechnical expertise.

Tunnell-Spangler-Walsh & Associates, Inc. (TSW)

TSW is a full-service planning, architecture, and landscape architecture firm of talented professionals who work collaboratively to provide our clients with extraordinary designs for communities, buildings, and greenspaces. We were founded in Atlanta, Georgia, as a corporation in 1990. With approximately 48 full-time employees in our Atlanta headquarters and offices in Lexington (KY), Tulsa (OK), and Chattanooga (TN), our boutique-sized offices allow our principals to be hands-on in every aspect of a project and enables more multidisciplinary collaboration.

For more than 30 years, we have been proud to create award-winning plans that embody the principles of livable communities: walkability, sense of place, compelling public spaces, human-scaled buildings, and connectivity. TSW is proud of our experience in planning, designing, and redeveloping great parks, trails, and public spaces through planning studies, community engagement, design, and implementation efforts. This broad experience has given us a thorough understanding of balancing innovative ideas with realistic budgets and timelines.

TSW's personnel includes 48 full-time employees, several of whom work in multiple studios. Our staff members include: 24 planners (15 with AICP accreditation), 13 registered landscape architects, 5 landscape designers, 4 registered architects, 9 project architect designers, 8 LEED Accredited Professionals, and 2 administrative employees.

TSW Contact Information

Samantha Castro, Senior Associate
Lexington Office Manager

110 West Vine Street, Suite 300, Lexington, KY 40507

Phone: 859.317.5585 / Email: scastro@tsw-design.com

Web: www.tsw-design.com

HMB Professional Engineers

HMB Professional Engineers, Inc. is a multi-disciplinary civil engineering firm founded and headquartered in Frankfort, KY. For six decades, HMB has partnered with public and private sector clients in the planning, design, construction and maintenance of all manner of public infrastructure projects throughout Kentucky, Tennessee, Indiana, Alabama and Florida. HMB brings diverse expertise to each project in order to meet the needs, and exceed the expectations, of our clients.

With nearly 95 professionals on staff specializing in transportation design and planning, public utilities, water resources, environmental services, right-of-way acquisition, surveying, traffic, stream restoration and other related services, there are no projects that are outside HMB's capabilities through in-house expertise and decades of relationships within the infrastructure development community.

SECTION 1: TSW TEAM OVERVIEW

HMB Professional Engineers Contact Information

Bradford Johnson, PE, Planning Principal-in-Charge

3 HMB Circle, Frankfort, KY 40601

Phone: 502.695.9800 / Email: bcjohnson@hmbpe.com

Web: www.hmbpe.com

Athena Engineering & Environmental, LLC

Athena Engineering & Environmental, LLC (Athena) is an SBA-certified woman-owned small business (WOSB) with capabilities most sought after in a premier teaming partner—geotechnical, environmental, water resources, ecological, surveying, value engineering and expert technical review services. They provide outstanding solutions through rewarding partnerships with firms and professionals who share their dedication to the success of their clients, their community, and their employees. Established in 1997 as KS Ware and Associates, LLC with a fresh re-brand as Athena in 2022, Athena's accomplished staff of geotechnical, environmental, structural, and hydraulic/hydrologic engineers; geologists; surveyors; and technicians/analysts serve clients nationwide from offices in Bowling Green, Kentucky and Nashville, Tennessee (Headquarters).

Athena is prequalified with KYTC as a Disadvantaged Business Enterprise (DBE) for Geotechnical Drilling, Engineering, and Laboratory Testing. Their Kentucky engineering registration number is 1983. They also have a status of A-Active Good with the Commonwealth of Kentucky Secretary of State (ID #0606259), and are on LFUCG's Certified Small Business and WBE List.

Athena provides geotechnical expertise and services to deliver practical and value-added innovations, integrating client needs with cost-efficient solutions. Athena has experience in virtually every combination of rock, soil, and water conditions to successfully offer technically-sound solutions to complex project challenges. They have encountered a diverse range of geologic settings and subsurface conditions, enhancing the complexity and adaptability of the firm's expertise. Athena successfully addresses various geotechnical problems with a range of solutions, including simple cut-and-fill slope designs with settlement analysis, foundation analysis and evaluation, pavement system evaluation and design, and engineering geology.

Athena's sister company Athena Drilling, LLC is a women-owned small business established in 2022. Athena Drilling currently owns a Geoprobe 7822DT capable of collecting soil samples for geotechnical and environmental investigations via hollow stem augering/mud rotary, wireline rock coring, and direct push methods to depths more than 100 feet. The rig is equipped with an SPT autohammer, 4-speed head, dual winch lines, and CPT valve. Additional available equipment includes a mini-excavator and dozer.

Athena's Kentucky Office Location:

350 Cal Batsel Road, Bowling Green, KY 42101

Athena Engineering Contact Information

Julie Oliphant, PE, President

350 Cal Batsel Road, Bowling Green, KY 42101

Phone: 615.775.4423 / Email: joliphant@AthenaEE.com

Web: www.AthenaEE.com

SECTION 2:

Key Personnel

TSW Team Organizational Chart

TSW TEAM PROJECT MANAGEMENT:

Principal-in-Charge: **Bryan Bays**

Project Manager: **Samantha Castro**

COMMUNITY ENGAGEMENT

Samantha Castro

Bryan Bays

Lindsay Walker

Kristan Curry

Eloisa De Leon

PARKING ANALYSIS

Brad Johnson

Kristan Curry
Lindsay Walker
Casey Kaucher
Peyton Peterson

TRAIL DESIGN

Bryan Bays

Samantha Castro
Peyton Peterson
Eloisa De Leon
Bradford Johnson
Lora Boller

GEOTECHNICAL

Dusty Barrett

Jackson Daugherty

PERMITTING

Brad Johnson

Michael Leathers

FINAL PLAN + SUPPORTING MATERIALS

Samantha Castro

Bryan Bays

Payton Peterson

Eloisa De Leon

Kristan Curry

SECTION 2: KEY PERSONNEL

TSW Team Commitment

TSW has a stringent policy about only pursuing work that we have available staff for to ensure a detailed, implementation-based planning process that stays on time and on budget. At the conclusion of contract negotiations, our team is committed and ready to commence work immediately. The TSW Team has reviewed staff workloads for the estimated timeframe for this project. The staff members that are included in this proposal will be assigned to the project, if awarded, and will remain on the project throughout its duration. If a staff member does need to be replaced because of unforeseen circumstances, Lexington-Fayette Urban County Government will be notified immediately, and that staff person will be replaced by another staff member with equal or greater qualifications and experience. Below are estimated, minimum percentages of time for each key personnel.

TSW

- Bryan Bays, Principal-in-Charge / Landscape Architect 25-30%
- Samantha Castro, Project Manager / Community Engagement 60-65%
- Peyton Peterson, Landscape Architect 30-35%
- Eloisa De Leon, Landscape Designer 60-65%

HMB Professional Engineers

- Bradford Johnson, Senior Transportation Planner 20-25%
- Kristan Curry, Local Programs Manager 35-40%
- Lindsay Walker, Traffic Forecasting 20-25%
- Lora Boller, Structures 20-25%
- Casey Kaucher, Traffic Impact 15-20%
- Michael Leathers, Environmental Lead 15-20%

Athena Engineering and Environmental

- Dusty Barrett, PE, PMP, Geotechnical Engineer 25-30%
- Jackson Daugherty, PE, PMP, Geotechnical Engineer 60-65%

SECTION 2: KEY PERSONNEL



Bryan Bays, PLA

Principal / Landscape Architecture Practice Leader

Bryan is a Principal Landscape Architect at TSW, where he leads the firm's landscape architecture practice. Bryan is a hands-on design leader who guides projects from conceptual planning through to construction. He has successfully managed multidisciplinary teams on projects ranging from \$1 million to \$15 million in construction cost, consistently delivering innovative, sustainable, and accessible public spaces.

Education:
1998 Bachelor of
Science in Landscape
Architecture, Purdue
University

Professional Status:
▪ Professional
Landscape Architect:
AL, AR, GA, IN, NC, OK,
KY

Professional
Affiliations:
▪ American Society of
Landscape Architects

Awards:
▪ 2012 CTMRA + TXDOT
Green Mobility
Challenge, First Place
▪ 2011 AIA (GA Chapter)
Citation Design
Award, Atlanta
Botanical Garden
▪ 2009 ULI (Atlanta
Chapter), Atlanta
Botanical Garden
▪ 2007 Hardscape
North America,
Commercial Project,
Ave Maria University
and Town Center

Bryan's design approach is deeply rooted in understanding the context, community, and natural environment of each project. He creates landscapes that balance aesthetic appeal, functional need, and environmental stewardship while navigating the complexities of budget and funding constraints. His work focuses on the seamless integration of green infrastructure solutions—such as stormwater management, habitat restoration, and sustainable plantings—ensuring that spaces not only meet the needs of users but also contribute to broader ecological health.

A strong advocate for universal accessibility, Bryan strives to create inclusive spaces that are welcoming to all users, regardless of age, ability, or background. His leadership ensures that every project prioritizes both environmental sustainability and equitable access, fostering vibrant, resilient communities.

Work Experience:

Prior to joining TSW in 2013, Bryan worked at EDAW and then AECOM as a Landscape Architect and Practice Leader, and now serves as TSW's Director of Landscape Architecture.

Representative Projects:

East Roswell Park (Roswell, GA) - Lead Landscape Architect for renovation of an existing park facilities for ADA improvements, trail extension, parking expansion, and addition of a dog park.

Capital Cascades Trail and Parks (Tallahassee, FL) - Lead Landscape Architect for development of a multi mile trail extension of the Capital Cascades trail including storm water LID improvements, park development, and other various enhancements. v

Stockbridge On-Call A/E Services (Stockbridge, GA) - Project Manager and Lead Landscape Architect for various municipal projects, including schematic design of 3 community parks and a new Amphitheater.

City of Stockbridge Amphitheater (Stockbridge, GA) - Landscape Architect for the municipal amphitheater that will seat 3,000 people for concerts and events. The project includes a two-story building to house the stage and green room and additional buildings for tickets/will call, restrooms, and concessions.

Gwinnett County Parks & Rec On-Demand Landscape Architects (Gwinnett County, GA) - Project Manager and Lead Designer for Gwinnett County Park & Rec On-Demand Landscape Architects contract. Recent projects have included design services for George Pierce Park, McDaniels Park Commerce Avenue, Sweetwater Creek Greenway, Club Drive Park, and Gwinnett Environmental Heritage Center.



SECTION 2: KEY PERSONNEL



Samantha Castro, AICP, LEED ND

Lexington Office Lead / Project Manager / Community Planner

Samantha recently joined TSW as a Senior Associate in the Planning Studio. She brings more than 18 years of experience as a planner and urban designer in the public and private sectors. She enjoys working with the community, soliciting input on large-scale master planning efforts to small area plans. Samantha has served as an Adjunct Professor for the Community Design and Engagement Studio at the University of Kentucky since 2018.

Education:

2005 Master of Landscape Architecture and Regional Planning University of Pennsylvania

2002 Bachelor of Arts with dual major in Art History and French Wellesley College

Professional Status:

- American Institute of Certified Planners
- LEED Accredited Professional Neighborhood Development

Professional Affiliations:

- APA / Kentucky Chapter Executive Committee Member
- ULI - Kentucky

Awards:

- 2021 APA Kentucky Outstanding Public Engagement: City of Lexington's Division of Planning "Mornings with Planning" Webinar Series



Work Experience:

Prior to joining TSW, Samantha was a Senior Planner for Lexington-Fayette Urban County Government and a Planner/Urban Designer at Lord Aeck Sargent, AECOM, and EDAA.

Representative Projects:

Urban Growth Management Master Plan (Lexington, KY) - Project Manager and Land Use Planner for developing a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The project includes an extensive public and stakeholder engagement process to direct strategies and methods to guide sustainable and equitable development.

Lexington Complete Streets (Lexington, KY) - Local planning consultant for an update and better integration of existing LFUCG street design standards including the LFUCG Roadway Manual, Subdivision Regulations, and Neighborhood Traffic Management Program Guide to create a comprehensive Complete Streets Design Manual with standards that align with current Complete Streets best-practices.

Imagine Lexington Comprehensive Plan* (Lexington, KY) - Senior Long Range Planner for the Lexington-Fayette Urban County Government's 2018 and 2023 Comprehensive Plans. Related work included county-wide community engagement efforts, authorship of the Comprehensive Plan itself, and subsequent implementation of policy and regulation changes, and related plans and studies.

Public Engagement Toolkit Handbook* (Lexington, KY) - Project Manager and Senior Long Range Planner to develop the Public Engagement Toolkit that offers developers guidance and tips for success, while simultaneously empowering Lexington residents to: understand the development review process; know where to find information about proposed developments; and recognize appropriate stages in the process to provide input.

Imagine New Circle Road* (Lexington, KY) - Project Manager for a land use and transportation study of one of Lexington's major corridors. Bringing together residents, business owners, policymakers, and other community members to propose transportation and streetscape improvements, new housing and development opportunities, and ways to support existing and new businesses.

*Work completed prior to joining TSW.

SECTION 2: KEY PERSONNEL



Peyton Peterson, PLA

Senior Associate / Landscape Architect
Landscape Architecture Studio Manager

Peyton's portfolio spans the public and private sectors across the Southeast, with a focus on understanding each project's unique context—connecting people to a place's history, narrative, and native ecologies. He takes a collaborative approach, working closely with clients, stakeholders, and team members to achieve programmatic goals. His iterative design process, informed by past experiences and a focus on innovation, ensures each project meets its needs and creates lasting impact. Peyton's current learning centers on blue-green infrastructure, informal play spaces, and pollinator gardens.

Representative Projects:

East Roswell Park (Roswell, GA): Design Lead for an existing park renovation, focusing on six key areas: a dog park, a new entrance and parking lot for an arts center, two playgrounds with pavilions, ADA-compliant parking at multi-use fields, and the extension of a multi-use trail. Led improvements that prioritized ADA accessibility, equitable design standards, and stormwater management upgrades to meet modern code requirements.

Banty Jones Park (Rome, GA): Landscape Architect for the complete renovation of a 5.25-acre park in an underserved community. Designed inclusive, accessible, and equitable play spaces, including a splash pad, separate play areas for ages 2-5 and 5+, and an active lawn. Developed community gathering areas with a stage, pavilions, and grilling zones. Incorporated all-native plantings and stormwater management improvements to enhance sustainability and ecological value. Led community branding and wayfinding improvements throughout the park, creating cohesive signage and design elements that reflect the local identity and enhance user experience.

George Pierce Park (Gwinnett County, GA): Design lead for an existing park expansion. New elements featured a universally accessible playground with seven unique play structures, including a two-story lookout tower with slides and climbing nets. Utilized a permeable rubber tile surfacing by sofsURFACES to promote stormwater infiltration, fall safety, and vibrant color coordination. The project also includes an accessible nature loop trail, designed with careful attention to minimize environmental impact while maintaining slopes under 5%. Low timber retaining walls preserved mature trees, and reforestation efforts, including the planting of 460 native trees, ensured a seamless integration with the surrounding landscape.

Sweetwater Creek Greenway and Club Drive Park (Gwinnett County, GA): Project Manager overseeing full landscape architecture services for Sweetwater Creek Greenway Phase I and Club Drive Park Phase II design and implementation. Led the project from initial fieldwork and base mapping to design development, including trail alignment, parcel crossing design, wetland delineation, and cost estimation.

Cherokee County Parks & Trails Southwest Area Plan (Cherokee County, GA): Landscape Designer for the development of a parks and trails master plan for the southwest region of the county, focusing on underutilized County-owned or leased parcels. The plan aimed to create new recreational opportunities and establish a network of arterial trails to connect the parks.

Education:

2015 Master of Landscape Architecture, University of Georgia

2010 Bachelor of Science in Horticulture - Landscape Design
North Carolina State University

Professional Status:

- Professional Landscape Architect: NC
- Georgia Certified Plant Professional

Professional Affiliations:

- ASLA
- City of Atlanta Tree Conservation Committee

Awards:

- 2024 TravelBlazers Award - Douglasville Town Green - GA Association of Convention & Visitors
- 2020 Great Place Award - Powder Springs Town Green - Atlanta Regional Commission



SECTION 2: KEY PERSONNEL



Eloisa De Leon

Landscape Designer

Eloisa De Leon, a designer in TSW's Landscape Architecture Studio of TSW, has four years of experience as a landscape designer in a variety of project settings. Eloisa is proficient in illustrative design, 3-D modeling, and AutoCAD. Eloisa has worked on numerous marketing and construction document packages.

Prior to joining TSW in 2019, Eloisa was a research assistant at Mississippi State University, doing research on water management and design of community gardens.

Representative Projects:

City of Bainbridge Chason Park Expansion (Bainbridge, GA) – Landscape Designer for the development of design research, illustrative graphics, and construction documents for Chason Park, a historic park on a bluff that is in between the historic downtown district and the Flint River. The project includes five construction phases.

City of Mobile Hero Plaza (Mobile, AL) – Landscape Designer for development of design and construction documents for civic plaza area adjacent to the Mobile Convention Center that includes the design of pedestrian enhancements, including ADA ramps, vehicular drop off area, shade structure, hardscape and landscape for statue displays and interpretive panels, seating walls, fountain, and roundabout.

City of Hawkinsville Veterans Memorial Park (Hawkinsville, GA) – Landscape Designer for development of design and construction documents for public park along the Ocmulgee River and adjacent existing river walk trail that includes an event lawn, skate park, pickle ball courts, splash pad, playground area, restroom building, and dog park.

Inspire Linear Park (Pensacola, FL) – Landscape Designer for a multiple building apartment complex that includes construction documents for landscape, pool area, pickle ball courts, community garden, and dog park. Integrated sustainable hardscape and landscape designs were incorporated to meet growing demand for focus on health and natural experiences.

Decatur Tree Ordinance (Decatur, GA) – Landscape Designer for planning and design services to the City of Decatur associated with the City's ongoing updates to its tree ordinance. Extensive research and collaboration with the City of Decatur was performed to develop simple, yet informative, graphics that easily explain the purpose of the new ordinance.

Rome River Arts District (Rome, GA) – Landscape Designer for 6-acre infill project that includes a 2-acre public park, large interior food hall, commercial out parcels, and two multifamily buildings. Streetscapes consist of commercial store fronts and integrated landscape design to enhance, but not block, the building and provide pedestrian comfort. The streetscape continues into the project, connecting the interior River Arts Park to the city. Hardscape design, cargo container village, and beer garden with food trucks activate the 2-acre park with multifamily development looking over the attractions.

Education:

2020 Master of Landscape Architecture
Mississippi State University

2015 Bachelor of Science in Architectural Engineering
University of Southern Mississippi

Professional Affiliations:

- American Society of Landscape Architects

Awards:

- 2019 ASLA Honor Award, ASLA Mississippi Chapter
- 2019 ASLA Award of Excellence, Student Collaboration – Cultivating the Future: Designing and Constructing a Didactic Garden



SECTION 2: KEY PERSONNEL



Brad Johnson, PE

Brad has worked at HMB Professional Engineers seven years and has over 23 years experience as a traffic engineer and transportation planner. He currently serves as the Principal-in-Charge for HMB's Planning Division, based in Lexington, and manages a variety of planning and traffic engineering projects.

Brad's background in planning and traffic engineering includes multiple Lexington projects, including the **University of Kentucky On-Call Traffic Contract, UK Medical Center Traffic and Parking Study, South Limestone Multimodal Transportation Study, Alumni Drive Design, and East End Small Area Plan.**

Related Experience

Distillery Parking and Access Study

Working for a Kentucky distillery, HMB conducted a parking study to assess their future parking needs in order to address increasing tourism. Changes to access, internal circulation, and pedestrian safety within their campus was also analyzed. Alternatives were developed and recommendations made in a concepts report. Brad managed the project, coordinated the data collection, and developed the report.

Downtown Richmond Parking Study Richmond, Kentucky

Working for the City of Richmond, HMB developed conducted a parking study of downtown to determine parking supply and demand and make recommendations to improve parking conditions. Brad managed the project, coordinated the data collection, and developed the recommendations.

Flemingsburg-Fleming County Recreational Park Conceptual Trail Design Fleming County, Kentucky

Working for the Fleming County Fiscal Court, HMB developed a conceptual design for a trail extension. Three alternatives were developed and presented to the Fiscal Court. A preferred alternative was selected and a detailed cost estimate was developed along with 3D graphics that were used in a grant funding application. Brad managed the project.

University of Kentucky Engineering On-Call Contract Lexington, Kentucky

Brad served as project manager for several task orders including the North Campus Parking Study, Student Center Pedestrian Access Study, Transcript Garage Improvement Project, UK Master Plan Traffic Review and Leader Avenue Roadway Closure. These projects involved a variety of analysis, including data collection of autos, pedestrians and bicyclist, intersection analysis, parking analysis, signal design and preliminary design of improvement options. For several tasks, significant coordination between the University of Kentucky, LFUCG, and KYTC was required.

East End Small Area Plan Lexington, KY

Brad served as project engineer working alongside EHI Consultants and LFUCG to develop a small area plan for the East End neighborhood. The process combined traditional neighborhood planning with new techniques of organizing the social, physical, and economic environment of the neighborhood to promote infill, diversity, economic opportunity, mixed use development, and public open space. Brad assisted with the traffic engineering and roadway design components of the study, including evaluating sidewalk conditions and bicycle connectivity.

West Loudon Avenue Multimodal Study Lexington, Kentucky

Project engineer for a study to evaluate a portion of West Loudon Avenue for pedestrian improvements / connectivity to the YMCA, Hope Center, and Legacy Trail. Pedestrian and bicycle counts were collected to determine usage and peak periods. Using the collected data, recommendations were made for signing, crosswalks, and enhanced visibility for non-motorized users.

Professional Background

Years of Experience

25 Years Total

Education

BS | Civil Engineering
University of Kentucky

MBA | University of Kentucky

Registrations

Kentucky, PE #23991

Professional Development

KYTC Basic Traffic Engineering Design
KYTC Traffic Impact Study Training
Highway Capacity Software Training
Synchro/Sim Traffic Training
CDM Smith Internal VISSIM Training
SDITE Annual Technical Conference

Software Capabilities

Highway Capacity Software
Synchro/SimTraffic
VISSIM
TransCAD
GuideSIGN
MicroStation
ArcGIS

SECTION 2: KEY PERSONNEL



Kristan Curry, JD, MUEP

Kristan recently joined HMB last fall after spending the previous seven years with LFUCG. Kristan uses her skills in urban design, placemaking, public engagement, ArcGIS mapping and public speaking to impact the transformation of communities and the transportation facilities that serve them. She uses legal analysis, strategic thinking and diplomacy to encourage protection of natural resources through better design that complies with ordinances and regulations in innovative ways.

Related Experience

Lexington Fayette Urban-County Government (2015-2022)

- **Lexington Greenspace Trust, Program Coordinator:** Kristan submitted a variety of successful grant proposals for design and implementation of water quality lot improvements in underutilized neighborhood greenspaces. She testified before the Planning Commission in support of enabling ordinance revisions and coordinated annual monitoring visits to the Coldstream Park Supplemental Environmental Project. As lead staff, Kristan managed all regular public meetings, member recruitment and communication with Council Members and internal divisions, as well as neighborhood outreach and ribbon cutting ceremonies.
- **Technical Review Committee:**
 - Enforced compliance with environmental ordinances/regulations through sign-off role, consulted with development applicants, attended pre-construction meetings.
 - Employed ArcGIS and authoritative digital mapping tools in identifying environmentally sensitive areas for protection tools, including stream buffers.
- Provided legal analysis and bill tracking for KY Regular Legislative Sessions, 2017-2021; APA-KY Legislative Committee Co-Chair and Legislative Liaison to APA Also was on the event planning team for the 2019 Fall APA-KY conference.
- Served on KY League of Cities Board of Directors; Past KAEE Ambassador.
- Led public stakeholder meetings for the Urban Forestry Management Plan.
- Verified public recording of greenways in preparation for dedication to LFUCG.

Curry Consulting Company - Founder and CEO (2006-2015)

Conducted title searches, primary source research and master planning activities.

Professional Background

Years of Experience

24 Years Total

Education

BA | English and History
Wake Forrest University

Juris Doctorate | College of Law
University of Kentucky

MUEP | Urban and Env. Planning,
University of Virginia

SECTION 2: KEY PERSONNEL



Lindsay Walker, PE, PTOE, ACIP

Traffic Forecasting

Lindsay is experienced as a group supervisor, project manager and Transportation Planner / Traffic Engineer. Her specific skills include corridor planning, traffic operations analysis, alternatives development and evaluation, public involvement, crash analysis, and traffic forecasting. Lindsay joined the HMB team in 2019 and serves as the Planning Division Manager.

Related Experience

KY 1681 (Manchester Street) Pedestrian Study **Lexington, Kentucky**

This study evaluated pedestrian activity and provided potential options for safer, more user-friendly access along KY 1681 (Manchester Street) adjacent to the Distillery District entertainment area. This included evaluation and preliminary design of a new mid-block crossing. Lindsay's roles included:

- Served as Project Manager and single point of contact
- Coordinated with LFUCG, KYTC, and Distillery Business owners to determine needs, solutions, and permit requirements
- Led the improvement concept development and cost-benefit analysis
- Served as the primary document author

West Loudon Avenue Multimodal Study **Lexington, Kentucky**

Project manager for a study to evaluate a portion of West Loudon Avenue for pedestrian improvements / connectivity to the YMCA, Hope Center, and Legacy Trail. Pedestrian and bicycle counts were collected to determine usage and peak periods. Using the collected data, recommendations were made for signing, crosswalks, and enhanced visibility for non-motorized users.

Bowling Green Downtown Square Improvements **Bowling Green, Kentucky**

Project manager as a subconsultant to Vaughn and Melton to prepare traffic operations, safety analysis, lighting evaluation and design plans, and pedestrian signal design plans for improvements to Fountain Square Park to Circus Square Park.

Beckley Parking Study **Beckley, West Virginia**

Involved with data collection, analysis efforts and final recommendations for this comprehensive evaluation of parking in downtown Beckley. Project tasks included an assessment of supply and demand for parking in the city, an evaluation of utilization and, ultimately, recommendations for ways to improve the efficiency of their current parking as well as areas where new parking was needed.

Professional Background

Years of Experience

22 Years Total

Education

BSCE | University of Kentucky

MCE | University of Kentucky

Registrations

Kentucky, PE #26121

Professional Traffic Operations
Engineer, 2009

American Institute of Certified Planners

Professional Development

KYTC Project Manager's Boot Camp Xpress

KYTC Basic Traffic Engineering Design

KYTC Traffic Impact Study Training

Highway Capacity Software Training

Synchro/Sim Traffic Training

Leadership PE

Leadership ITE

Software Capabilities

Highway Capacity Software

Synchro/SimTraffic

VISSIM

TransCAD

SECTION 2: KEY PERSONNEL



Lora Boller, PE

Structures

Lora joined HMB in 2021 and has over 16 years design experience in structural design, bridge inspection, roadways, drainage, hydraulics, and hydrology. Lora's role as part of the structures team includes design and plan preparation as well as bridge hydraulics. She has worked on various types of structures including bridges, culverts, and retaining walls.

Related Experience

KY 1681 (Manchester Street) Pedestrian Study Lexington, Kentucky

This study evaluated pedestrian activity and provided potential options for safer, more user-friendly access along KY 1681 (Manchester Street) adjacent to the Distillery District entertainment area. This included evaluation and preliminary design of a new mid-block crossing. Lora's role included:

- Collected existing structure information for bridge over Town Branch
- Evaluated impacts associated with conceptual sidewalk connections
- Prepared conceptual pedestrian bridge planning level cost estimates

Eastern Kentucky Flood Emergency Inspections - Letcher County, KY

HMB volunteered qualified personnel to assist with county structure inspections during the aftermath of the extreme flood event of July 2022. Lora led the inspection of 20 impassable structures on County roads to provide assessment and recommendations for temporary and permanent solutions to regaining traffic access. These recommendations were collected by KYTC to allow for rapid turnaround on structure replacements funded by FEMA and KYTC Emergency Funds.

Bridge Rehabilitation on Pennsy Trail over Grassy Creek City of Indianapolis, IN

Inspection, analysis, and design to rehabilitate a 43' railroad bridge into a pedestrian bridge along Pennsy Trail.

KY 224 over Western Kentucky Parkway Grayson County, KY

HMB was tasked with designing a superstructure replacement and partial substructure replacement in order to widen the existing structure from two lanes to three. Lora performed design and plan review for the design of the proposed spread box beam superstructure which included phased construction.

Professional Background

Years of Experience

18 Years Total

Education

BS | Civil Engineering
Purdue University, 2005

MS | Civil Engineering
University of Kentucky, 2006

Registrations

Kentucky, PE #36347

Certifications

- FHWA-NHI-130055 Safety Inspection of Bridges (2013)
- INDOT - Bridge Inspection Team Leader, 2013, IN000411-2021-ATL-F
- OSHA 10 Hour Construction Safety and Health Course, 2012

SECTION 2: KEY PERSONNEL



Casey Kaucher, PE Traffic Impact Study

Casey is a highly versatile engineer with expertise in roadway geometrics, innovative intersection design, traffic signal plans, traffic impact studies, traffic capacity analysis, evaluation for signal warrants, trip generation, forecasts, traffic modeling and safety analysis, ADA compliant design, traffic control, and preparation of construction plans and specifications. Other areas of experience include maintenance of traffic reviews, traffic sign and pavement marking design, traffic calming. And conducting non-signalized traffic studies (i.e. speed limit, multiway stop, traffic calming reports).

Related Experience

Lexington-Fayette Urban County Government (LFUCG) Traffic Engineer Manager. Casey was responsible for reviewing development plans to ensure compliance with LFUCG and applicable engineering practices and regulations. She also prepared traffic signal plans including pedestrian and vehicular detection equipment design. Other areas of experience at Traffic Engineering included maintenance of traffic reviews, traffic sign and pavement marking design, traffic calming construction, reviewing traffic impact studies, and conducting non-signalized traffic studies. Casey also worked with other internal LFUCG Divisions to review or recommend bicycle lane installations or traffic calming pavement markings on LFUCG owned collector routes, usually conducted in association with routine pavement resurfacing projects.

US 31E (Bardstown Road) Study, Jefferson County, KY, KYTC District 5. Casey is a project engineer for this ongoing study to evaluate potential traffic and safety improvements along US 31E. For this study, Casey has used the Intersection Control Evaluation procedure, a data-driven performance-based framework to screen intersection alternatives and identify an optimal solution. This includes evaluating concepts through CAP-X and SSI to evaluate traffic operations and safety function.

KY Statewide Traffic Engineering District 6, Campbell and Boone Counties, KY. Update of signal timing and coordination for KY 14 corridor and database development and implementation of conversion of over 30 controllers from 170 controllers to 2070 controllers in Newport, KY. Tasks include:

- *Base mapping*
- *Equipment inspection*
- *Existing geometry / field work*
- *Travel time data collection*
- *Turning movement counts*
- *Signal timing evaluation*
- *Evaluation of Measures of Effectiveness*
- *Implementation*

Professional Background

Years of Experience
18 Years Total

Education
BSCE, | University of Kentucky

Registrations
Kentucky, PE

Professional Development
KYTC Basic Traffic Engineering Design
KYTC Traffic Impact Study Training
ADA Sidewalk Facilities for Public Right of Way
Safe Streets Academy
Work Zone Traffic Control

Software Capabilities
Highway Capacity Software
Synchro/SimTraffic
VISSIM
MicroStation
ArcGIS

SECTION 2: KEY PERSONNEL



Michael Leathers, PE **Environmental Lead**

Michael's 18 years at HMB has been defined by his ability to perform in a variety of different roles. After a short period doing design and construction management of airport projects, he joined HMB's remediation division and served as Project Manager for over 200 UST sites. He then became a roadway engineer, where his experience includes assisting the design manager in oversight of design for the Downtown Crossing of the Ohio River Bridges Project. In 2015, he became division manager of HMB's environmental division. He now oversees HMB's environmental projects and serves as a principle author for NEPA decision documents. This vast amount of experience has allowed Michael to become familiar with project processes and milestones, while operating as a conduit between environmental and design.

Related Experience

KYTC Statewide Environmental Services **Statewide, Kentucky**

Michael has served this contract since 2015 and as Project Manager since 2019. In this time, he has contributed to over 70 assignments covering all 12 KYTC Districts. The assignments include numerous biological assessments and 404/401 permit applications, as well as baseline studies and NEPA documents. On each assignment, Michael works directly with KYTC's DEA and District staff to ensure project goals and milestones are met. Michael history in design and environmental provides him a unique understanding of the interaction between the two and how they are both crucial to the project development process.

KYTC Statewide Biology & Permitting Services **Statewide, Kentucky**

With Michael serving as Project Manager, HMB was awarded the first iteration of this contract in 2021, and then selected again in 2023. Over this time, HMB has received numerous assignments for 404/401 permitting activities throughout the state with varying impacts to stream and wetlands. For each assignment, Michael manages HMB's tasks, tracks the project schedules, work with the regulatory agencies, and maintained open communication with KYTC.

Brent Spence Corridor **Kenton County, Kentucky and Hamilton County, OH**

HMB has played a key role in the recent biology and permitting studies for this mega project. HMB was assigned the Biological Assessment through our Statewide Environmental Services contract with KYTC. This included field studies, overseeing the mussel survey of the Ohio River, and writing of the report. Michael managed this assignment, worked closely with KYTC and the diving team, and contributing to the writing of the BA. Then, through a contract with ODOT, HMB delineated stream and wetland impacts for the project and wrote a summary of impacts for the environmental document. Michael managed this project as well and continues helping KYTC in their coordination with the regulatory agencies.

Mountain Parkway Expansion

HMB is a key member of the General Engineering Consultant (GEC) team responsible for the upgrade and expansion of over 46 miles of the existing Mountain Parkway. As part of this GEC, HMB has prepared Biological Assessments and 404/401 permit applications for numerous sections along the corridor. Michael oversaw the development of these BA's and permits and performed the necessary coordination with the GEC team, KYTC, and regulatory agencies. Michael also prepared and submitted the required Notice of Intent (NOI) information for coverage under KPDES permit.

Professional Background

Years of Experience

18 Years Total

Education

MBA | Campbellsville University | 2008
BSCE | UK | 2005

Registrations

PE | KY #27053

KEY SKILLS

Project Management
Design and Environmental Coordination
Environmental Processes
Permitting
Scheduling
ArcGIS

SECTION 2: KEY PERSONNEL



Experience

17 Years of Experience
2 Years with Athena

Education

MS, Civil Engineering, University of Kentucky, 2007
BS, Civil Engineering, University of Kentucky, 2006

Professional Registration

PE in KY (#27941), AL, IN, MA, MO, OK, SC, VA, WV, WY, NCEES Record

Training and Certifications

Project Management
Professional (PMP), 2018



Dusty Barrett, PE, PMP
Geotechnical Engineer

Dusty has served as Geotechnical Engineer for many KYTC geotechnical engineering, analysis, and laboratory testing projects throughout his career, both directly for KYTC and in support of other architectural and engineering firms' site development projects. His duties include preparation of boring plans and fee proposals, negotiations for roadway and structure geotechnical explorations, review of field boring logs, submittal of lab testing and engineering analyses plans, review of lab data and subsurface data sheets, oversight and review of engineering analyses and reports, and preparation of pay estimates. Dusty has project experience with pavement analysis and design, slope stability analysis of critical cut and embankment cross-sections, foundation design based on skin friction and end bearing of terminating pile depth layers, calculation of nominal bearing resistance for spread footings on bedrock, wave equation drivability analyses of piles, estimation of negative skin friction forces, settlement and time rate of settlement calculations and preparation of geotechnical reports.

Yates Elementary, Fayette County, KY

Geotechnical Engineer for field operations for the geotechnical investigation for three proposed additions. The initial scope included conducting a building survey due to poor structure performance. A comprehensive survey included accessing utility tunnels, crawl spaces, basements and a walk through of the entire building including the exterior. Review of original construction plans in conjunction with the building survey revealed both shallow and deep foundations which likely resulted in differential settlement. Mr. Barrett drafted the geotechnical report with detailed foundation recommendations for each addition.

Jessamine County Water Tank, Nicholasville, KY

Geotechnical Engineer for a 1,000,000-gallon elevated tank in Nicholasville, KY. Mr. Barrett performed the day-to-day field work including boring layout, mobilization, soil test borings and rock coring. Mr. Barrett developed a comprehensive lab plan to obtain a thorough overview of the soil types and conditions prior to specifying lab tests. He completed the geotechnical report for the project which included detailed recommendations for drilled shafts and design parameters consisting of allowable end bearing capacities and skin friction values. Mr. Barrett authored the geotechnical report for this project.

Nicholas Street, Hardin County, KY

Geotechnical Engineer for project involving extensive soft soils that required mitigation. Some soils were undercut and replaced with engineered fill while others were stabilized in place using a layer of crushed aggregate. Mr. Barrett managed the field technicians who tested soil compaction using proof-rolls and nuclear density gages. The technicians also monitored and tested placement of asphalt and aggregate base as well as observing pile installation. Concrete testing was also performed for the bridge over Freeman Creek along with observation of steel reinforcement installation prior to concrete placement.

Elizabethtown Sports Park, Hardin County, KY

Geotechnical Engineer for the day-to-day field work including boring layout, mobilization, soil test borings and rock coring. Mr. Barrett developed a comprehensive lab plan to obtain a thorough overview of the soil types and conditions prior to specifying lab tests. He completed the geotechnical report for the project which included general recommendations for the future site development and construction process as well as recommendations for the roadway and bridge construction.

Glasgow Outer Loop, Barren County, KY

Geotechnical Engineer for three bridge structures. Responsibilities included the approach embankment analysis, pile drivability analysis, and the preparation of the geotechnical reports for all bridges. He also completed all KYTC forms for the project. Mr. Barrett also oversaw the execution of the drilling in accordance with the approved boring plan.

Trojan Trail Design/Build, Barren County, KY

Geotechnical Engineer for widening of bridges crossing Beaver Creek. Once construction started, he managed and completed field work which included density testing of fill, aggregate base and asphalt. He also tested concrete for the two bridges. He observed the placement of precast concrete box beams for conformance to the project plans and specifications with specific detail on the cushions and bolting. He reviewed and provided recommendations for the remediation of a sinkhole that dropped out during construction.

SECTION 2: KEY PERSONNEL



Experience

10 Years of Experience
2 Year with Athena

Education

BS, Civil Engineering, Western
Kentucky University, 2015

Professional Registration

PE in KY (#34963) and TN

Training and Certifications

Project Management
Professional (PMP), 2018

FHWA-NHI-132082 LRFD for
Highway Substructures

PSMJ Project Manager Bootcamp

KSPE Leadership PE Class of 2022

NSPE-KY Mammoth Cave Chapter
Vice President



Jackson Daugherty, PE, PMP
Geotechnical Engineer

Jackson is a Geotechnical Engineer with prior experience on KYTC geotechnical engineering, analysis, and laboratory testing projects, both directly for KYTC and in support of other architectural and engineering firms' site development projects. He has also completed similar geotechnical assignments for state DOT clients in Tennessee, Indiana, and Georgia. Jackson's extensive geotechnical design experience includes shallow and deep foundation design, settlement, slope stability, lateral earth pressure, seismic design, liquefaction potential, lateral spreading, lateral squeeze, and negative skin friction. He has experience with karst remediation, chemical modification, and both rigid and flexible pavement design.

KYTC I-69 ORX, Henderson, KY

Geotechnical Engineer for preliminary design information for a drainage basin, land bridges, electrical transmission towers, and additional borings at the request of the design-build team. Seismic Piezocone Penetration Testing (SCPTu) were performed to analyze the potential for liquefaction. Laboratory testing included moisture content, soil classification (Atterberg limits, specific gravity, grain size, and hydrometer analyses), standard Proctor, California Bearing Ratio (CBR), unconfined compression (soil and rock), unconsolidated undrained, consolidated undrained, one-dimensional consolidation, loss-on-ignition and remolding for triaxial tests. Geotechnical design included MFAD design parameters for transmission tower construction and structure design information for the land bridges. Jackson completed TC 66-521 and TC 66-204 forms during contract negotiations and reviewed each invoice before submittal to the KYTC Geotechnical Branch.

KYTC KY-480 Alpha Way, Bullitt County, KY

Geotechnical Engineer for R-003-2016 and S-002-2016. Jackson performed slope stability analyses of cut slopes, reviewed and discussed potential geological hazards such as acid producing shale, and provided design recommendations for stockpiling and drainage control where this material is anticipated to be exposed. He provided locations in terms of station limits for working platforms for construction, transverse benching, embankment foundation benching and perforated pipes for subgrade drainage. He performed driveability analyses using GRL WEAP to determine upper and lower energy boundaries for pile driving, practical refusal criteria, and slope protection guidance for scour at the end bents. Jackson completed TC 66-521 and TC 66-204 forms during contract negotiations and reviewed each invoice before submittal to the KYTC Geotechnical Branch.

KYTC Bridging Kentucky, Statewide, KY

Geotechnical Engineer performing field assessments and drafting boring plans, laboratory plans, geotechnical reports, and invoices. Jackson performed drivability analyses, determined pile capacities for friction and end bearing piles, developed drilled shaft axial resistance tables, provided rock bearing parameters for shallow foundations, and estimated L-pile parameters. During construction, he reviewed pile driving results and estimated the capacities using the Modified Gates Equation. He completed TC 66-521 and TC 66-204 forms during contract negotiations and reviewed each invoice before submittal to the KYTC Geotechnical Branch.

KYTC KY-251 Minor Widening, Hardin County, KY

Geotechnical Engineer for R-009-2017. Managed drilling services communicating with KYTC personnel during the completion of the scope of work to address unexpected field conditions. Jackson performed slope stability analyses of cut and fill slopes, reviewed and discussed potential geological hazards such as slumped sandstone and faulting, and provided design recommendations for chemical roadbed. He provided locations in terms of station limits for working platforms for construction, transverse benching, embankment foundation benching, and perforated pipes for subgrade drainage. Jackson completed TC 66-521 and TC 66-204 forms during contract negotiations and reviewed each invoice before submittal to the KYTC Geotechnical Branch.

KYTC Buster Pike over Norfolk Southern Railroad, Boyle County, KY

Geotechnical Engineer for the expansion of Buster Pike Bridge over Norfolk Southern Railroad in Boyle County, KY. Jackson provided geotechnical recommendations for the design of rock bearing shallow foundations at both abutments.

SECTION 3:

Project Understanding

Project Understanding

Veterans Park, a well-loved community space in Lexington, faces several challenges that need to be addressed to improve its functionality and user experience. One of the major issues is parking, especially during games and events. People often park on the grass despite efforts to discourage it, and the prohibition of street parking along the residential side of the street has not alleviated the problem. The two western fields closest to Southpoint Drive sit significantly higher up than the other two, leading to parking issues as people avoid hauling their chairs, wagons, and families up the hill.

Connectivity within the park is another challenge. The paths in and through the ballpark do not connect in an obvious way to the sidewalks along Southpoint or to the trail system within the park. This lack of connectivity makes it confusing for park users, especially those who feel like they are parking at a baseball complex. Additionally, the park's paths do not connect well to the surrounding sidewalks and trail system, and there is a need to improve ADA accessibility.



Parking and accessibility - much of the grassy area along St. Elias (Area 1) is used as overflow parking for the baseball fields. This makes for accessibility challenges and is exacerbating issues of soil erosion between the upper and low ball fields as families routinely move between the batting cages and the ballfields..

SECTION 3: PROJECT UNDERSTANDING

Environmental considerations are also crucial, given the park's proximity to West Hickman Creek, which has undergone restoration. The park's low-lying field used by YMCA youth soccer teams and adult pickup leagues can often be soggy due to its proximity to the creek. Stormwater management is another concern, as the design team needs to identify existing stormwater features and assess the need for expansion based on the proposed changes.

Stakeholder engagement is essential for the success of this project, as several of the parking issues are driven by group and league activities. The design team will use small group interviews to gain a detailed understanding of the needs and challenges stakeholders face regularly.

Construction Program

- +/-2000 LF of 12' wide trail
- Parking upgrades to be determined by the parking study
- Grading and associated modifications to existing site elements



Needed point of connection from Southpoint Drive through the multi-use fields to the existing trail network.



While there is a major trailhead to the rest of Veterans Park within Area 1 there might be a perception that the parking and amenities around this area are reserved for baseball use.

SECTION 4:

Similar Experience

Recent TSW Project Experience Overview

Greenways can play a significant role in connecting communities, while also promoting healthy, recreational activity. TSW has been planning and designing greenways, trails, and park connections as part of communities for more than 30 years. Our experience includes a variety of planning and design efforts from rural Rail-with-Trail studies to urban trail development plans. Our diverse experience allows us to produce comprehensive plans that guide future connections while focusing on maintenance and user experience of existing facilities. The matrix below shows TSW’s overall comprehensive planning experience for greenway, parks, and trail systems experience followed by highlighted projects and references.

TSW Relevant Experience Matrix	LED MULTIDISCIPLINARY TEAM	EXISTING CONDITIONS ANALYSIS	COMMUNITY/STAKEHOLDER ENGAGEMENT	STRATEGIC PLANNING	POLICY + ORDINANCE UPDATES	OPERATIONS/MANAGEMENT RECOMMENDATIONS	ACTION PLAN	VISIONING GRAPHICS
Atlanta BeltLine EIS Trail Design & Development	●	●	●	●	●	●	●	●
Atlanta BeltLine Unified Plan	●	●	●	●	●	●	●	●
City of Bainbridge Parks + Recreation Planning	●	●	●	●	●	●	●	●
Northeast Cherokee County Parks & Trails Plan	●	●	●	●	●	●	●	●
Southwest Cherokee County Parks & Trails Plan	●	●	●	●	●	●	●	●
City of Clarksville Riverfront and Upland Trail System	●	●	●	●		●	●	●
City of Forsyth Parks Master Plan	●	●	●	●	●	●	●	●
City of Gulf Shores Parks + Recreation Planning	●	●	●	●	●	●	●	●
Gwinnett County Parks & Recreation On-Demand Services	●	●		●		●		●
Gwinnett Place Connected	●	●	●	●	●	●	●	●
Perimeter CIDs Public Space Standards	●	●	●	●	●	●	●	
Piedmont Park North Woods Master Plan	●	●	●	●	●	●	●	●
City of Stockbridge Parks System Master Plan	●	●	●	●	●	●	●	●
Rivertown Multi-use Trail Network Plan	●	●		●	●	●	●	●
Tallahassee Capital Trails Segment 4		●	●	●	●	●	●	●
Town Center CID Creative Placemaking Master Plan	●	●	●	●	●	●	●	●

SECTION 4: SIMILAR EXPERIENCE

EAST ROSWELL PARK

Roswell, GA



East Roswell Park, a popular 40-acre site, underwent significant renovations following an ADA assessment that identified areas for improvement. TSW was retained by the City of Roswell to lead the design and implementation of upgrades aimed at enhancing accessibility and inclusivity across the park.

Key features included the creation of a new 1-acre dog park, along with a paved entrance drive, lower parking lot, and a stormwater pond designed to meet current regulations and manage water quality and volume. The existing parking lot at the Art Center was reconfigured to include a turnaround and drop-off area, improving accessibility for parking and summer camp operations.

Additional improvements included the extension of 700 linear feet of multi-use trail to enhance park connectivity, ADA-compliant access at two pavilions, and the addition of an inclusive playground. Accessible parking and seating were also added at two multi-use fields. All new parking lots and drive aisles were designed to meet current ADA and fire accessibility codes.

During the design process, TSW provided cost estimates to coordinate with the client and ensure the project remained within budget.

Client:

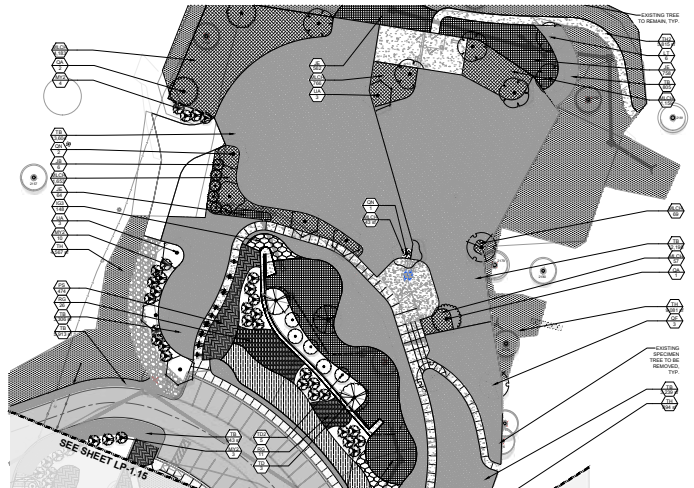
Parks + Rec. Department - City of Roswell, GA

Project Status:

Under Construction

Project Highlights:

- \$2.5 million dollar construction budget
- TSW Landscape Architecture served as the lead consultant for the renovation of several sites within an existing park.
- The updated design features ADA accessibility, a new dog park and storm pond, accessible parking lots, and a newly designed playground.



SECTION 4: SIMILAR EXPERIENCE

SW Cherokee County Parks and Trails Plan

Cherokee County, GA



TSW was retained by Cherokee County to create a park and trails area plan for the SW portion of the county. The plan is intended to address parcels owned or leased by Cherokee County and intended for use as public parks and recreation facilities along with a system of trails and bike / ped facilities around the parks. The area encompasses about 6,000 acres, with geographic boundaries of the Bartow County line on the west side, Wade Green Road on the east, the Cobb County line to the south and near Kellogg Creek Road and the U.S. Army Corps of Engineers property on the north side.

With a robust virtual public input process, TSW worked with the County and community to listen to challenges and opportunities of the sites, help develop a vision for the park sites and trails, and gathered feedback on conceptual designs. Public input activities included: Stakeholder Interviews and Focus Groups, Online Surveys for each park and recreation habits in general, a virtual Kick-off Meeting, in-person Pop-up Event paired with a virtual Design Workshop, and culminated in a Draft Plan Review Meeting and Presentation to County Boards and Commissions. All through the process, virtual engagement methods allowed residents and park users to provide place-based feedback on interactive maps with the concept plan options.

TSW developed Conceptual Plans for the parks and trail system totaling 140 acres with a variety of passive and active programming and provided a minimum of two options per site to present to the community for feedback. Following final input, TSW revised concepts into a Preferred Concept Plan for each site that included Construction Cost Estimates and a Phased Capital Improvement Program.

CLIENT:
Cherokee County, GA

Project Status:
Complete

Project Highlights:

- Conceptual master plans for 4 parks
- Trails plan to connect the parks and other destinations in the southwest portion of the county
- Hybrid engagement approach with virtual activities, meetings, and an in-person outdoor pop-up



SECTION 4: SIMILAR EXPERIENCE

George Pierce Park Expansion

Gwinnett County, GA



George Pierce Park expansion is an intergenerational, universally-accessible park project. The 304-acre County Park includes a community center, sports fields, the Ivy Creek Trail, and expanses of high quality upland and lowland forest.

The centerpiece of TSW's plan for the park expansion is a universally-accessible playground embracing features that remove both the physical and social barriers to equitable play. In addition, an accessible nature loop trail was designed to traverse the rugged forest adjacent to the playground while maintaining slopes less than 5%. Design of the trail was challenging and required diligent focus before and during construction to minimize damage to the woodland floor and mature tree canopy. Prior to construction, the on-site review of the land disturbance yielded in-field changes to minimize the construction footprint. Low timber retaining walls were used to reduce grading and preserve trees allowing the path to stay tight to the existing topography and better engage the native landscape. The result is a pathway that appears as though it has been there for years. In areas where grading could not be minimized, reforestation techniques were utilized. More than 450 five-gallon trees, consisting of oaks, tulip poplars, hickories, and ironwoods were planted 6 feet on center to help quickly stitch gaps in the forest canopy.

TSW's Architecture Studio completed design and construction documents for the new restroom and pavilion building.

CLIENT:

Gwinnett County

PROJECT STATUS:

Completed in 2022

PROJECT HIGHLIGHTS:

- Full landscape architecture and architecture services for intergenerational, universally-accessible park design
- Includes playground, restrooms, pavilion, boardwalk area, and nature trail

CONSTRUCTION BUDGET \$3.2 million



SECTION 4: SIMILAR EXPERIENCE

Sweetwater Creek Greenway & Club Drive Park: Phase II

Lawrenceville, GA



TSW was retained as part of a multi-year on-demand landscape architecture services contract to provide full landscape architecture services for the Sweetwater Creek Greenway Phase I and Club Drive Park Phase II design and implementation. Sweetwater Creek Greenway totals approximately 5.5 miles and runs along Sweetwater Creek from Bethesda Park to Club Drive Park. TSW's portion of work includes two segments of approximately one mile, which is a combination of concrete trail and boardwalk sections over creeks and wetlands. The effort kicked off with fieldwork and base mapping followed by design work, which included trail alignment and plans, detailed parcel crossing design, wetland delineation, and cost estimates. The project is currently in the phases to develop RTP Grant exhibits, NEPA documentation, and a Flood Study. TSW will then develop construction documents, conduct permitting, assist with the bidding process, and provide construction administration services. The second phase of Club Drive Park, which opened in early 2019, includes two boardwalk structures with integrated seating and signage elements, which provide a unique experience of the surrounding woods and wetlands. A large lawn provides ample recreational space, and the outer circulation path connects with the trails in Phase I of the park to create a multi-use exercise loop. Estimated construction costs were approximately \$6 million.



CLIENT:

Gwinnett County

PROJECT STATUS:

Completed in 2019

PROJECT HIGHLIGHTS:

- Landscape architecture services (design through construction administration) for park addition and greenway

CONSTRUCTION BUDGET \$1.8 million



SECTION 4: SIMILAR EXPERIENCE

Public Engagement Toolkit Handbook

Lexington, Kentucky



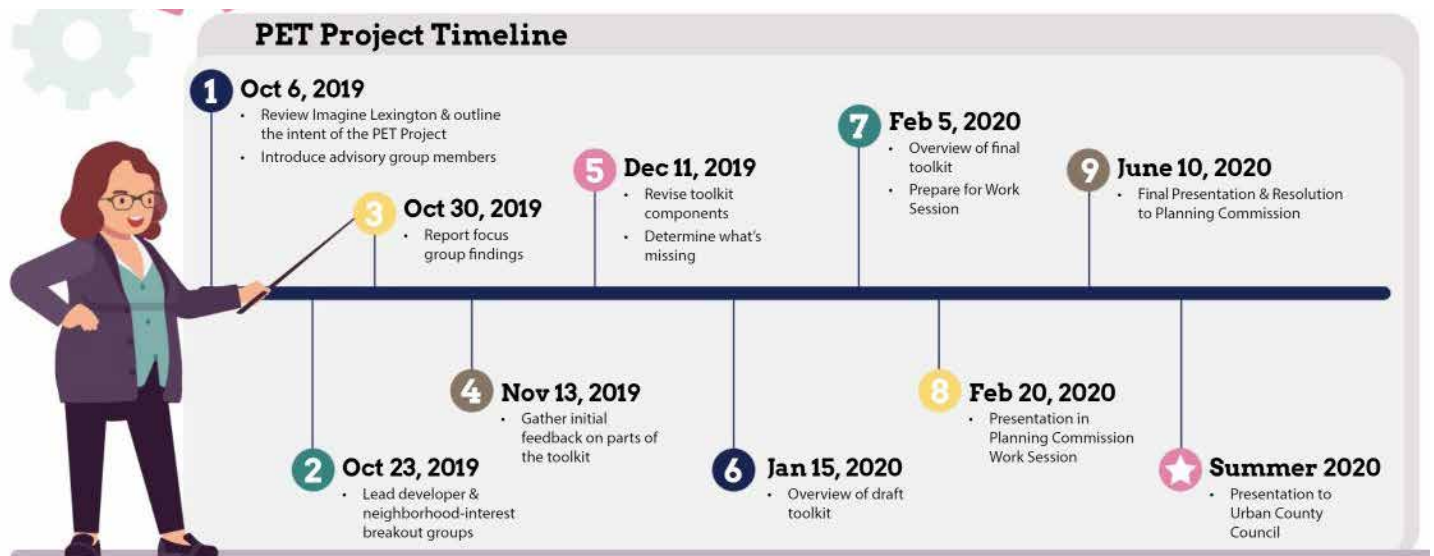
While previously employed as a Long Range Planner with the Lexington-Fayette Urban County Government's Division of Planning, Samantha Castro, worked on creating the Public Engagement Toolkit handbook. The creation of this handbook was a result of the Imagine Lexington 2018 Comprehensive Plan.

The Lexington Division of Planning formed an advisory panel made up of developers, community representatives, and residents to help define "meaningful engagement" and development the Public Engagement Toolkit (PET) - an endeavor that has been titled The PET Project. The goal of the Toolkit is to offer developers guidance and tips for success, while simultaneously empowering Lexington residents to:

- Understand the development review process
- Know where to find information about proposed developments
- Recognize appropriate stages in the process to provide input

Reference Information:

Chris Taylor, Deputy Director of Planning
Phone: (859) 258-3181
Email: ctaylor3@lexingtonky.gov



SECTION 4: SIMILAR EXPERIENCE

Public Engagement Toolkit Handbook

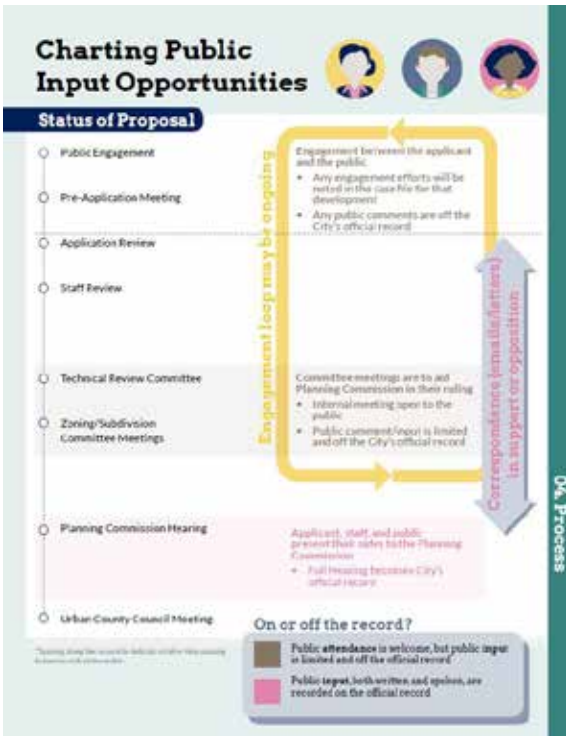
Lexington, Kentucky



The [International Association of Public Participation \(IAP2\)](#) created a spectrum to illustrate the full range of participant involvement options.

Spectrum of Public Participation

Public Participation Goal	Inform	Consult	Involve	Collaborate	Empower
Desired Outcome	Keep the public informed.	Keep the public informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	Work with the public to ensure that their concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	Look to the public for advice and innovation in formulating solutions and incorporate their advice and recommendations into the decisions to the maximum extent possible.	The public's idea will be implemented.
Relationship to the Planning & Zoning Process	The Inform level of public participation does not actually provide the opportunity for public participation, but rather provides the public with the information they need to understand the agency decision-making process. The Division of Planning's current process already accomplished the "Inform" part of the Spectrum through their rezoning notification process outlined by state and local regulations.	<p>The optimal form of engagement is more likely to fall somewhere between "Consult" and "Collaborate" to foster an open dialogue and a sense of buy-in from the community.</p>			The Planning and rezoning process deals with private property and all of its associated rights, and because of that Empower has limited applications for the purposes of this toolkit.



Useful Features of Online Platforms

- Requiring attendee registration creates an easy digital record of who was at the meeting. Asking for additional information like zip code or affiliation can provide a snapshot of where participants are coming from and what some of their concerns may be.
- A chat feature allows attendees to ask questions throughout the meeting without interrupting the speaker. Chat settings can also be disabled if unnecessary, or limited to view by certain people.
- The "hand raise" feature works in small to medium-sized groups (typically no more than 20-30 participants) to help maintain order and allow quieter voices to be heard.
- Some software allows attendees to "upvote" certain questions that they feel strongly about, which can also cut down on the number of repetitive questions that have to be compiled.
- Emotions such as hearts and thumbs-up signs are available on certain platforms so that attendees can show their support of a particular comment or measure during the meeting.
- Live polling of participants can help answering feel more interactive. If able, this may also allow you to react to the audience's concerns.
- White board and mark-up features allow everyone to see notes being taken in real time. It also provides a level of collaboration similar to rolling out a printed plan to discuss. This feature is best used in small groups.
- Gallery view allows people on the video call to see "the faces in the room" as you would in person.
- Administrative ability to mute or disable the camera for everyone, or selectively unmute certain people can be very helpful in a large meeting, and prevents cases where a participant's microphone is left on. It can also prevent unwanted hackers from trying to take over a meeting.



SECTION 4: SIMILAR EXPERIENCE

Bowling Green Downtown Square Improvements

Bowling Green, Kentucky

The City of Bowling Green set forth an unprecedented project need in their request for assistance with engineering, design, plan development, and construction management / inspection of these Downtown Square Improvements (12 square blocks). Areas of emphasis were identified to focus improvement efforts, including:

- The creation of safe pedestrian connections and amenities around Fountain Square Park
- Improved connectivity between Fountain Square Park and Circus Square Park
- Safety, traffic, and operational evaluation of the one-way pair, College and State Streets
- Investment into Morris Alley and Capital Alley to provide safe connections from Fountain Square Park to parking

As part of the traffic and safety analysis, data was collected and evaluated around Fountain Square Park to prepare an existing/future traffic operations analysis. The results showed additional capacity above what would be needed in the future, resulting in the opportunity to make lane reductions, translating to more usable space for multimodal connections. **To address pedestrian safety issues, the lane reductions allowed for direct and defined connections to Fountain Square Park.** In addition, modified parking configurations were proposed to enhance sight distance.



PROJECT DATA

STATE

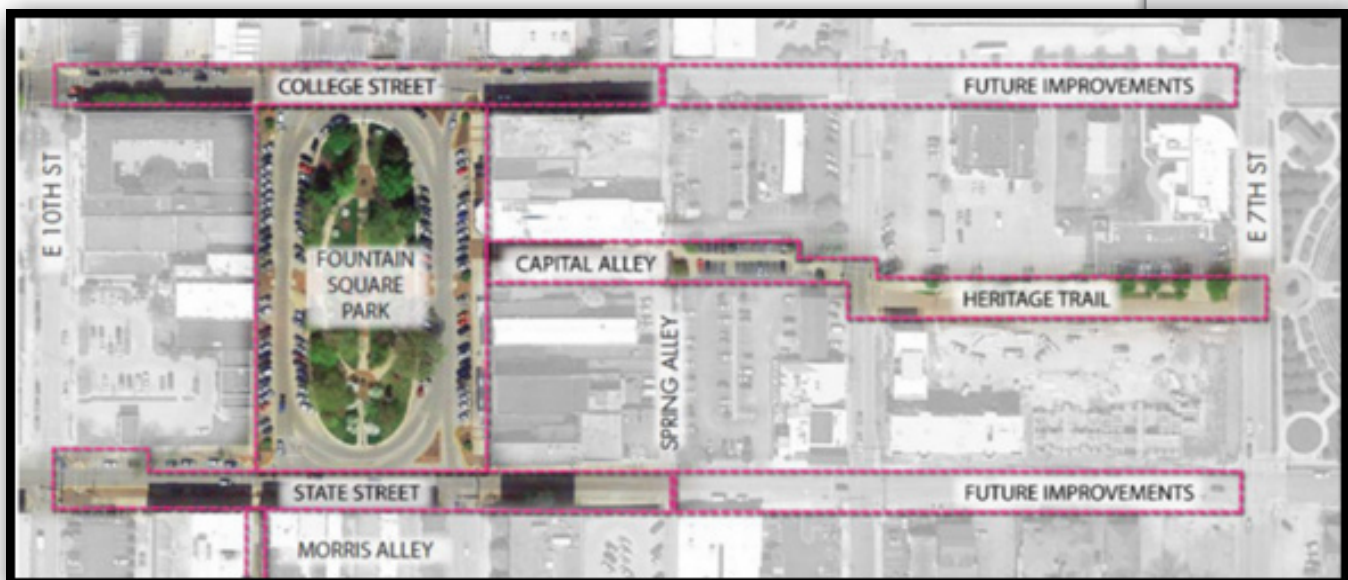
Kentucky

AGENCY

City of Bowling Green, KY

KEY PERSONNEL

Lindsay Walker, PE



SECTION 4: SIMILAR EXPERIENCE

Newtown Pike Design

Lexington, Kentucky

This urban roadway improvement project is located in Fayette County, along Newtown Pike (KY 922) between its intersections with W. Fourth Street and Loudon Avenue. The project includes approximately 2100 feet of urban widening along Newtown Pike, 1200 feet of urban widening along Loudon Avenue, and 1300 feet of widening along Georgetown Road/ W. Fourth Street. A 10 foot shared use path has been constructed along Newtown Pike and West Loudon Avenue. The path traverses through the campus property and connects to the Legacy Trail (a 12 mile walking and biking trail) at the entrance of the North Lexington YMCA. HMB designed a 112 foot pedestrian/ bicycle bridge to carry the path over an under pass that goes under West Loudon. HMB incorporated weathered steel into the design to match current structures along the Legacy Trail. Handicap ramps and detectable warnings, meeting the American Disabilities Act requirements, were added at all intersections and entrances.

Along with the challenging traffic numbers, above and below ground utilities and adjacent businesses, the new college campus provided significant challenges. HMB worked with District 7 to address these issues early in the project development stage and were able to minimize impacts and keep project costs manageable. Minimizing utility impacts and maintaining traffic through construction were both significant challenges on this project. HMB worked with District 7 team members in order to deliver a solution that minimized disruption to existing utilities and maintained traffic flow during construction.



PROJECT DATA

STATE

Kentucky

AGENCY

KYTC



SECTION 4: SIMILAR EXPERIENCE

KY 1681 Manchester Street Pedestrian Study Lexington, Kentucky

The Manchester Street Pedestrian Study was initiated in March 2024 by the Lexington-Fayette Urban County Government (LFUCG) to evaluate pedestrian activity along Manchester Street adjacent to the entertainment area, the Distillery District, to assess the need for and potential options for safer, more user-friendly access. The study area extends from the intersection of Manchester Street and South Forbes Road south to the existing pedestrian crossing at Thompson Road.

Tasks undertaken to assess pedestrian connectivity in this area include:

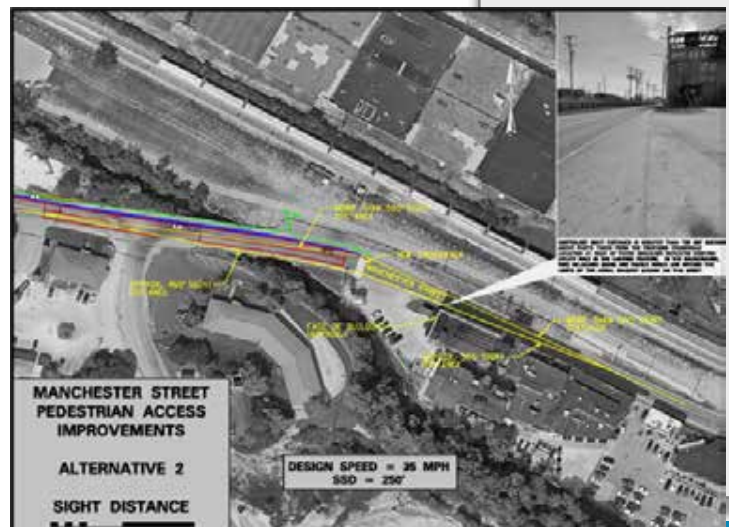
- Existing roadway information / geometrics / traffic volume / crash data
- Field review
- Informal interviews of stakeholders / business owners / coordination with KYTC
- On-site observations of pedestrian activity
- Research on applications of pedestrian accommodation in other entertainment venues
- Identification of pedestrian safety countermeasures
- High-level planning cost estimates
- Concept drawings with sight distance evaluation

A new mid-block crossing was identified as the top priority project connecting the rear parking lot of Goodfellas to Legacy Trail / parking.

Our team worked in conjunction with LFUCG and KYTC to evaluate key considerations for KYTC to consider a permit for a marked crosswalk include:

- Appropriate sight distance looking both ways on Manchester Street. This was evaluated and determined to meet requirements.
- A development plan for improvements to the parking area behind Goodfellas to allow for safe pedestrian passage from the crosswalk to the patio area.
- A connection on the parking lot side either to Town Branch Trail or to a new sidewalk.

Additional guidance documents was consulted to determine if treatments beyond pavement marking and signage would be required for installing a crosswalk at this location. According to the FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations matrix, high-visibility crosswalk markings, parking restrictions on crosswalk approaches, adequate nighttime lighting levels and crossing warning signs should be considered.



PROJECT DATA

STATE

Kentucky

AGENCY

LFUCG

KEY PERSONNEL

Lindsay Walker, PE,
PTOE, AICP,
Brad Johnson, PE
Lora Boller, PE

Project Approach

I. Phase I – Site Analysis + Planning

The design team will develop a site plan that responds to our comprehensive analysis of the existing physical conditions and an understanding of the needs and use patterns of current and proposed users and groups within the park.

I.1. Site Analysis:

The site analysis will focus on several key areas to ensure a comprehensive understanding of the park's current conditions, uses/users and potential improvements. The outcome of the analysis will identify the needs and drivers to inform the conceptual design. The site analysis will with the following areas:

- 1. Parking Audit:** Parking is a significant issue during games and events, with people often parking on the grass despite efforts to discourage it. Vehicular circulation through the existing parking lots is also challenged by dead end drive aisles and confusing flow. Safe pedestrian access within the parking lot, to the fields, and to the trailhead or playgrounds is also a major concern. The analysis will assess current parking facilities through discussions with user groups and through field surveys, and identify opportunities for expansion, with a focus on safety, accommodating peak capacity, and ADA accessibility compliance.
- 2. Geotechnical Investigation:** The analysis will include a preliminary geotechnical investigation to understand the soil conditions, subsurface rock locations, and any potential challenges for construction and landscaping. The goal is to avoid areas that may be costly for building the expanded parking. Our study will identify areas for further geotechnical investigation to be provided by the City later in the process. Athena Engineering & Environmental, LLC brings extensive geotechnical engineering expertise to park and greenway projects, including being the geotechnical consultant for multiple A/E contracts with Metro Nashville Parks and Recreation. They regularly perform geotechnical studies for the design of new greenways, parking lots, pavilions, maintenance buildings, retaining walls, event centers, and other structures related to existing and new park facilities. They will review the proposed site plan and develop a scope for the Owner to use in procuring a geotechnical investigation under a separate contract. Once completed, they will also review the geotechnical investigation report provided by the Owner and provide comments for the preparer and the design team.



Existing parking – example of parking bays that dead end and cause issues in flow during peak times.



Existing parking – playground amenities are inaccessible to park users except through the parking lot or via a hidden set of stairs.

SECTION 5: PROJECT APPROACH

3. **Connectivity and ADA Accessibility:** The paths within the park do not connect well to the park facilities, surrounding sidewalks and trail system. The analysis will explore ways to improve connectivity and make the park more accessible to all users. Where possible, the design team will strive to make all areas universally accessible while also minimizing the use of ramps and stairs.
4. **Environmental Considerations:** The park is located near West Hickman Creek, which has undergone restoration. The analysis will consider the environmental impact of any proposed changes and ensure that the natural plantings and creek restoration efforts are preserved.
5. **Stormwater Analysis:** The design team will identify existing stormwater features and assess the need for expansion based on the proposed changes.
6. **Stakeholder Engagement:** Engaging the stakeholder groups is crucial for the success of this project given that several of the parking issues are driven by group/league activities. The design team will use small group interviews to gain a detailed understanding of the needs and challenges stakeholders deal with on a regular basis. This would likely include representatives of the various baseball leagues, and the Pinnacle and Waterford Neighborhood Associations. We would leverage existing contacts from the recently constructed dog park which included the Kentucky Mountain Bike Association and the Hickman Creek Conservancy. As an additional service, our analysis can include a community engagement workshop to gather input on programming needs from the community at large.

1.2. Conceptual Design:

A conceptual design will be developed to address the needs and issues identified in the site analysis and enhance the park's functionality and user experience. The plan will balance need and cost to develop appropriate parking and connectivity to park areas 1 and 2. The RFP identified specific criteria for connectivity to these areas:

1. Area 1: Trail option 1 to include a new walking path or shared use trail connection from Southpoint Lane along the entrance road to the stop sign below the baseball fields and existing parking.
2. Area 2: Trail Option 2 to include a new shared -use trail connection from Southpoint Ln along/adjacent to the current multi-use field space to connect to the existing trail by play elements. The existing trail may also need to be widened to be at the last 12 feet wide to match the proposed new trail.



The internal park trail network currently ends at the multi-use fields and lacks a needed connection to Southpoint Drive. This area of the park feels disconnected due to these circulation challenges.

SECTION 5: PROJECT APPROACH

1.3. Schematic Plans + Cost Estimate:

Schematic Plans: The design team will develop schematic plans that apply the conceptual design framework and program in detail to the site. This will include scaled schematic plan layouts, conceptual grading (including stormwater), supporting imagery, materiality, and sketches, to communicate design ideas. The plans will address areas specifically referenced in the RFP:

1. New parking area(s) with ADA accessibility and path of travel and with sufficient stormwater management while managing floodplain impacts. Recommend any necessary repair or replacement of existing retaining wall below baseball field in conjunction with new wall alignment to accommodate parking design.
2. Trail Option 1
3. Trail Option 2

Cost Estimate: A detailed cost estimate will be prepared to provide a preliminary evaluation of the general magnitude of the costs associated with the project including the 3 areas identified in the RFP. This will include estimates for materials based on construction types and other necessary details.

II. Phase II – Community Input + Construction Documentation

2.1. Community Engagement:

The design team will lead one 2 hour community engagement workshop to gather community input on the proposed plans. The city will provide a meeting space and advertise the workshop to the public.

Optional engagement opportunities could be added onto the scope for a nominal fee including:

- Pop-Ups and surveying of users at baseball games and sports practices in the meadow, weekends in the park, at Pinnacle or Waterford food truck meets, at the dog park or disc golf courses.
- Online survey with flyers distributed at baseball games, and yard signs posted at trailheads and park entrances with QR codes.
- Mailings to surrounding neighbors.

2.2. Construction Documents:

Detailed construction documents will be prepared to guide the implementation of the proposed design. These documents will include specifications for materials, dimensions, and other necessary details. Work in this phase shall include meetings with all regulatory agencies required to obtain approval of the construction documents prior to bid (if applicable). Parks and Recreation, in conjunction with the Division of Purchasing, will provide all sections of the bid specifications (General Conditions, Labor, etc.) needed for public bid. All technical specifications shall be provided by the Consultant. The Consultant will attend the pre-bid meeting, assist the Owner in responding to questions during bidding and help evaluate the bids received.

Permitting will be led by HMB's environmental staff who offer extensive experience completing field surveys, document preparation, and regulatory agency coordination. A preliminary review of the project area identified West Hickman Creek along the southern edge of the Area 1. As the project moves forward, HMB will document all water related resources and work closely with the design team to avoid impacts as much as possible. When impacts are unavoidable, we will aim to minimize or mitigate them, and then work with the regulatory agencies to obtain the necessary permits.

SECTION 5: PROJECT APPROACH

Previous Community Engagement Efforts



SECTION 5: PROJECT APPROACH

III. Deliverables:

The design team will provide the deliverables in the formats required by the RFP.

3.1. Submittals:

Phase I.

- Site Analysis: Summary of findings
- Concept Design: Final Conceptual Design
- Schematic Design + Cost Estimate: 50% and 100%

Phase II.

- Community engagement Summary of findings
- Construction Drawings: 50% and 100%

3.2. Meetings

The following in person meetings are included in this scope. Additional in person meetings will be provided as additional services. Virtual meetings will be held as needed throughout the project for coordination and over input.

Phase I.

- Project kick-off (1 meeting)
- Site analysis (1 meeting)
- Schematic Design + Cost Estimate: 50% and 100% (1 meeting)

Phase II.

- Community engagement (1 workshop)
- Construction Drawings: 50% and 100% (1 meeting)

SECTION 5: PROJECT APPROACH

Project Schedule

The TSW Team has prepared a 5-month project schedule that will complete the Veterans Park Parking and Trail Design prior to the August 1, 2025 deadline laid out in the RFP.

Veterans Park, Lexington KY

Task	Milestone	March		April				May				June				July				August						
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Phase I		[Blue bar from March 1 to May 9]																								
Kick Off Meeting	1-Mar	[Yellow]																								
Site Analysis		[Light Blue]	[Light Blue]																							
Stakeholder Meetings		[Light Blue]																								
Concept Plan				[Light Blue]	[Light Blue]																					
Conceptual Development Meeting	1-Apr				[Yellow]																					
Schematic Plan + Cost Estimate				[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]															
Schematic Plan Meeting	15-Apr					[Yellow]																				
Schematic Plan Meeting 2	1-May								[Yellow]																	
Phase II		[Blue bar from May 15 to August 21]																								
Community Engagement	15-May								[Yellow]																	
Plan refinement (if applicable)									[Light Blue]	[Light Blue]																
Permitting													[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]
Construction Documents	1-Aug									[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]	[Light Blue]

SECTION 6:

Cost of Services

The TSW Team’s goal is to build a partnership with the Lexington-Fayette Urban County Government and the community. We do not want fees to be a barrier preventing our selection as your planning consultant team. If our fee proposal differs significantly from the competition or what may be budgeted for this project, we would be pleased to discuss our fee approach and refine our scope of services. Reimbursable expenses are included in the fees below.

Estimated Fees

DESCRIPTION	TOTAL
Site Plan, Conceptual Designs, and Cost Estimates	\$35,000
Community Engagement*	\$3,000
Construction Plans 50%	\$20,000
Construction Plans 100%	\$22,000
Permitting	\$4,500
TOTAL	\$84,500

The following are a list of assumptions to reach the above estimated fee:

1. Our fees for phase 2 of work assume a maximum construction budget of approximately \$1,000,000 and a project schedule of 5 months. Substantial changes in construction budget, schedule and/or scope may require fee amendments.
2. Design modification performance requirements for existing retaining walls will be identified in the construction plans. Structural design of retaining walls will be delegated to the contractor.
3. This work excludes lighting, signage, and irrigation
4. This scope excludes work within the floodplain.

***Optional engagement opportunities** are available as discussed in Phase 2.1.

SECTION 6:

Hourly Rates

TSW

- Bryan Bays, Principal-in-Charge / Landscape Architect \$230
- Samantha Castro, Project Manager / Community Engagement \$140
- Peyton Peterson, Landscape Architect \$130
- Eloisa De Leon, Landscape Designer \$95

HMB Professional Engineers

- Bradford Johnson, Senior Transportation Planner \$220
- Kristan Curry, Local Programs Manager \$115
- Lindsay Walker, Traffic Forecasting \$150
- Lora Boller, Structures \$150
- Casey Kaucher, Traffic Impact \$115
- Michael Leathers, Environmental Lead \$150

Athena Engineering and Environmental

- Dusty Barrett, PE, PMP, Geotechnical Engineer \$245
- Jackson Daugherty, PE, PMP, Geotechnical Engineer \$210

APPENDIX:

Required Forms + Additional Information

Firm Submitting Proposal: Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW

Complete Address: 110 West Vine Street, Suite 300, Lexington, KY 40507
Street City Zip

Contact Name: Samantha Castro Title: Lexington Office Manager / Senior Associate

Telephone Number: 859.317.5585 Fax Number: N/A

Email address: scaastro@tsw-design.com

APPENDIX: **REQUIRED FORMS + ADDITIONAL INFORMATION**

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.

APPENDIX: **REQUIRED FORMS + ADDITIONAL INFORMATION**

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.

APPENDIX: REQUIRED FORMS + ADDITIONAL INFORMATION

(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

APPENDIX: REQUIRED FORMS + ADDITIONAL INFORMATION

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

APPENDIX: REQUIRED FORMS + ADDITIONAL INFORMATION

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(l). Funds may not be provided to excluded or disqualified persons.

APPENDIX: REQUIRED FORMS + ADDITIONAL INFORMATION

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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



Signature Date

December 9, 2024

APPENDIX: **REQUIRED FORMS + ADDITIONAL INFORMATION**

AFFIDAVIT

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

1. His/her name is Bryan Bays and he/she is the individual submitting the proposal or is the authorized representative of Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW, 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

APPENDIX: **REQUIRED FORMS + ADDITIONAL INFORMATION**

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 Georgia

COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Bryan Bays, Principal on this the 9th day
of December, 2024.

My Commission expires: July 25, 2025



NOTARY PUBLIC, STATE AT LARGE



APPENDIX: **REQUIRED FORMS + ADDITIONAL INFORMATION**

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and

APPENDIX: REQUIRED FORMS + ADDITIONAL INFORMATION

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

**Tunnell-Spangler-Walsh & Associates, Inc.
d/b/a TSW**

Name of Business

APPENDIX: **REQUIRED FORMS + ADDITIONAL INFORMATION**

GENERAL PROVISIONS

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

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

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

APPENDIX: **REQUIRED FORMS + ADDITIONAL INFORMATION**

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

A. Termination for Cause

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

APPENDIX: REQUIRED FORMS + ADDITIONAL INFORMATION

- 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

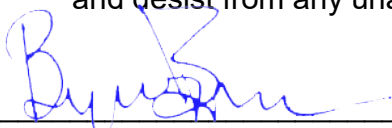
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided 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

APPENDIX: REQUIRED FORMS + ADDITIONAL INFORMATION

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

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



Signature

December 9, 2024

Date

APPENDIX: REQUIRED FORMS + ADDITIONAL INFORMATION



TUNN&SPANG

CBOURDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939 Wilmington, DE 19807	CONTACT NAME: Carol Bourdon	
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cbourdon@wscins.com	
INSURED Tunnell-Spangler & Associates, Inc. DBA TSW 1447 Peachtree St., NE Suite 850 Atlanta, GA 30309	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA	
	INSURER B : HARTFORD INSURANCE COMPANY	
	INSURER C : CONTINENTAL CASUALTY	20443
	INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6020707119	9/5/2024	9/5/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6020707119	9/5/2024	9/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6020707167	9/5/2024	9/5/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	44WECAT5YS8	9/5/2024	9/5/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			AEH254029695	9/5/2024	9/5/2025	Per Occurrence 2,000,000
C	Ded. \$25,000			AEH254029695	9/5/2024	9/5/2025	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional named insured:
Tunnell-Spangler & Associates, Inc. d/b/a Tunnell-Spangler-Walsh & Associates, Inc. and TSW

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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RFP: #57-2024 / DUE: DECEMBER 10, 2024

Lexington-Fayette Urban County Government Veterans Park Parking and Trail Design Affirmative Action Plan



SUBMITTED BY:

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW
Contact: Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

SUBMITTED TO:

Director, Division of Central
Procurement
**Lexington-Fayette Urban
County Government**
200 East Main Street, 3rd Floor
Lexington, KY 40507

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- Affidavit
- Equal Opportunity Agreement
- General Provisions



Atlanta, Georgia
Lexington, Kentucky
Tulsa, Oklahoma
Chattanooga, Tennessee

December 9, 2024

Dear Selection Committee:

Tunnell-Spangler-Walsh & Associates, Inc. (TSW) is pleased to submit our Affirmation Action Plan to the Lexington-Fayette Urban County Government in support of the Veterans Park Parking and Trail Design effort.

For this project, we have included **Athena Engineering & Environmental, LLC** (Athena), an SBA-certified woman-owned small business (WOSB) with capabilities most sought after in a premier teaming partner—geotechnical, environmental, water resources, ecological, surveying, value engineering and expert technical review services. Athena is prequalified with KYTC as a Disadvantaged Business Enterprise (DBE) for Geotechnical Drilling, Engineering, and Laboratory Testing. Their Kentucky engineering registration number is 1983. They also have a status of A-Active Good with the Commonwealth of Kentucky Secretary of State (ID #0606259), and are on LFUCG's Certified Small Business and WBE List.

Concerning the goal for Veteran-owned firm participation, we reviewed the Veteran subcontractors list from LFUCG and did not find one that suited our current team needs.

After reviewing the contents of this plan, please reach out if you have any questions or need additional information.

Sincerely,

Bryan Bays, Principal

Direct: 470.751.2421
Email: bbays@tsw-design.com

Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

SECTION 1: AFFIRMATIVE ACTION PLAN



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 57-2024

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Athena Engineering & Environmental, LLC	WBE	Geotechnical	\$5,000	6%
2.				
3.				
4.				

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

Tunnell-Spangler-Walsh & Associates, Inc.
d/b/a TSW

Company

December 9, 2024

Company Representative

Principal

SECTION 1: AFFIRMATIVE ACTION PLAN



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 57-2024

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

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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. N/A					
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.

Tunnell-Spangler-Walsh & Associates
d/b/a TSW

Company

December 9, 2024

Date

Company Representative

Principal

Title

SECTION 1: AFFIRMATIVE ACTION PLAN

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	<u>Tunnell–Spangler–Walsh & Associates, Inc. d/b/a TSW</u>	Date:	<u>December 9, 2024</u>
Project Name:	<u>Veterans Park Parking and Trail Design</u>	Project Number:	<u>57–2024</u>
Contact Name:	<u>Bryan Bays</u>	Telephone:	<u>404.873.6730</u>
Email:	<u>bbays@tsw-design.com</u>		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE MBE WBE SBE VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Shear Structural, J&A Engineering, Partners for Economic Solutions, Perez Planning + Design, Sycamore Consulting, Stability Engineering, Grice and Associates

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

SECTION 1: **AFFIRMATIVE ACTION PLAN**

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

SECTION 1: **AFFIRMATIVE ACTION PLAN**

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Athena Environmental Engineering (WBE) - contacted via email on Dec 4, 2024 about teaming.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.


SECTION 1: AFFIRMATIVE ACTION PLAN

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.

**Tunnell-Spangler-Walsh &
Associates, Inc. d/b/a TSW**

Company
December 9, 2024

Date



Company Representative
Principal

Title

4870-1925-6809, v. 1

SECTION 1: **AFFIRMATIVE ACTION PLAN**



CITY OF ATLANTA

SUITE 5100
68 MITCHELL STREET, SW
ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE

Bruce T. Bell
Interim Director

Andre Dickens
Mayor

May 11, 2022

Mr. Adam Williamson
Tunnell, Spangler & Associates, Inc. dba Tunnell, Spangler, Walsh & Associates, Inc.
1447 Peachtree Street, Ste. 850
Atlanta, GA 30309

ANNIVERSARY DATE: May 11

Dear Mr. Williamson:

Your firm has been certified as a **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,

Bruce T. Bell, Interim Director
Mayor's Office of Contract Compliance

BTB/mp

Certification #: 2022-27-045

Supplier ID #: 701345

Phone #: (404) 873-6730

Business: Architectural services; all other professional, technical and scientific consulting services

SECTION 1: **AFFIRMATIVE ACTION PLAN**



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Athena Engineering & Environmental, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.

Certification Granted: July 30, 2018

Expiration Date: July 31, 2025

WBENC National Certification Number: WBE1801464



Authorized by Phala Mire, President Women's Business Enterprise Council - South

NAICS: 541330, 541380, 541620, 562910
UNSPSC: 81100000, 81101500, 81101514



SECTION 1: **AFFIRMATIVE ACTION PLAN**

[Back To Directory](#)

ATHENA ENGINEERING & ENVIRONMENTAL, LLC
Mrs. Julie Oliphant,
Managing Principal
54 Lindsley
Avenue, Suite 101
Nashville TN 37210
(615) 255-9702 or
(615) 775-4423
Fax: (615) 256-
5873
joliphant@athenae.com
www.athenae.com

Print to PDF

NAICS
[541330](#)

District
Location:
Status: DBE
Certified on: 11/7/2007

Services Rendered:

541330 - Specializing in geotechnical engineering, soil analysis, materials testing, environmental consulting, construction stakes, lines and grades, and information technology applications

SECTION 2: CURRENT WORK FORCE ANALYSIS FORM

WORKFORCE ANALYSIS FORM

Name of Organization: **Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW**

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	2		2														2
Professionals	37	12	11		2	3	2			2	5					16	21
Superintendents																	
Supervisors	9	5	2		1								1			5	4
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	48	17	15		3	3	2			2	5		1			21	27

Prepared by: **Rebekah Calvert, Marketing Mgr** Date: **12 / 4 / 24**

(Name and Title)

Revised 2015-Dec-15

SECTION 3: **ADDITIONAL FORMS**

Firm Submitting Proposal: Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW

Complete Address: 110 West Vine Street, Suite 300, Lexington, KY 40507
Street City Zip

Contact Name: Samantha Castro Title: Lexington Office Manager / Senior Associate

Telephone Number: 859.317.5585 Fax Number: N/A

Email address: scaastro@tsw-design.com

SECTION 3: **ADDITIONAL FORMS**

AFFIDAVIT

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

1. His/her name is **Bryan Bays** and he/she is the individual submitting the proposal or is the authorized representative of **Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW**, 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

SECTION 3: ADDITIONAL FORMS

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 Georgia

COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Bryan Bays, Principal on this the 9th day
of December, 2024.

My Commission expires: July 25, 2025



NOTARY PUBLIC, STATE AT LARGE



SECTION 3: **ADDITIONAL FORMS**

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and

SECTION 3: **ADDITIONAL FORMS**

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

**Tunnell-Spangler-Walsh & Associates, Inc.
d/b/a TSW**

Name of Business

SECTION 3: **ADDITIONAL FORMS**

GENERAL PROVISIONS

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

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

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

SECTION 3: **ADDITIONAL FORMS**

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

A. Termination for Cause

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

SECTION 3: **ADDITIONAL FORMS**

- 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

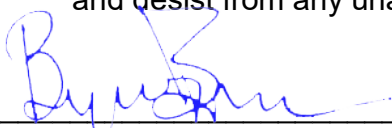
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided 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

SECTION 3: ADDITIONAL FORMS

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

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



Signature

December 9, 2024

Date

