

LFUCG  
Request for Proposal  
RFP #19-2022  
April 4, 2022

# Design Services for Sports Courts Construction and Renovation



366 South Broadway  
Lexington, KY 40508  
859.389.6533  
[www.element-site.com](http://www.element-site.com)



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Todd Slatin, Director  
Division of Central Purchasing  
Lexington Fayette Urban County Government

Mr. Slatin:

Element Design is pleased to submit our qualifications for renovations for the proposed Sports Courts Construction and Renovation Project. We believe strongly in the power of public spaces and opportunities for recreation to strengthen communities, and are always excited to be involved in parks projects of all scales and forms to help shape a healthy Lexington. We offer the full scope of site design services in house to provide an efficient and knowledgeable team for your project.

### **The Element Design Team:**

**Ramona Fry, RLA, LEED AP BD+C** will serve as **Principal in Charge** for our site design team and will facilitate much of the project management. She has extensive experience working with LFUCG and Parks in particular. Recent projects include the first phase of Sports Court construction and renovation projects for LFUCG, Davis park, Phoenix Park and projects at several of the Parks slated for this project..

**Billie Motsch, Landscape Architect**, will serve the team as the Landscape Designer and assist with production of project documents. She has worked on several recent LFUCG projects and is highly skilled at the development of Construction Documents and details, as well as construction administration. She is the Landscape Architect of Record for the current Sports Court project.

**Derek Motsch, PE**, will serve as our **Project Civil Engineer**. Derek is a registered Civil Engineer with over 15 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He has worked on a wide variety of projects in Lexington, including Sports Courts, Davis Park and Woodland Park.

Element has years of experience working for LFUCG and on projects within Fayette County. We believe our existing working relationship with LFUCG and Parks in particular, combined with our team's knowledge of the existing site conditions, local regulatory experience, and the technical expertise needed to stay on schedule and within your project budget, make us an ideal team for the project.

### **Why Choose Us?**

**Experience & Expertise** - Our team includes great, recent experience working with LFUCG, working with Parks & Recreation and tremendous experience in the design of park and recreational facilities. We also pride ourselves on Client service and being great listeners and communicators to help bring our design expertise and your vision and goals to reality.

**Creativity** - We love a challenge. We love to work with multiple stakeholders, and challenge our perspective and creativity to truly stretch the vision for this project and how it can serve the community.

**Passion** - . We are particularly passionate about 'small' projects with the greatest potential to impact our community. The unique ability to design places that improve the quality of life and create fun, imaginative public spaces across a community is absolutely, why we do what we love.

We sincerely appreciate the opportunity to provide you with our qualifications for this project. If you should require any additional information, please feel free to contact us at the numbers given below.

Sincerely,  
Ramona Fry, PLA, ASLA, LEED AP  
Principal, Element Design

366 South Broadway  
Lexington, Kentucky 40508  
P: 859.389.6533



## Section 1 | Firm Introduction



Tyler Park Renovation



Shillito Park Playground Renovation



Masterson Station Park Sprayground



Elizabethtown Sports Park

*Excellent site design has the greatest capacity to transform and create community by providing thoughtful, functional and beautiful places for us to live, play, interact and come to know each other.*

We believe the environment is dynamic and involves adaptation and change. We also believe our work should be transformational and responsive to our client, environment and community. We seek the greater narrative of a site and its context, with a commitment to the artful execution of the details. We utilize research, creativity and technical expertise to approach all projects with a comprehensive look at how successful sites function and change over time, and how our design best meets the needs and vision of our clients and communities.

As a full service site design firm, we provide a truly comprehensive approach to site planning, design and engineering. We have the experience and technical expertise in all aspects of site design to fully execute a successful, creative and visionary project.

We are a Women Owned Business Enterprise certified through WBENC and the Kentucky Transportation and Finance Cabinets, and offer professional design services for:

### **LANDSCAPE ARCHITECTURE + PLANNING + CIVIL ENGINEERING**

- Campus Master Planning & Design
- Commercial & Residential Landscape Design
- Construction / Contract Administration
- Construction Documents
- Cost Estimating
- Corridor & Main Street Master Planning
- Drone 3D Mapping & Imaging
- Inventory & Analysis
- Land Planning & Zoning
- LEED Design & Documentation
- Parks, Recreation & Trail Planning & Design
- Phase I Environmental Site Assessment
- Sanitary Sewer Distribution Design
- Signage & Way Finding Planning & Design
- Site Grading
- Site Master Planning & Design
- Site Visioning Graphics & Computer Modeling
- Sports Facilities Planning & Design
- Storm Sewer Design
- Urban & Streetscape Design
- Water Line Distribution Design



## Section 1 | Team Organization & Personnel

The following pages include resumes of key personnel for each firm. Resumes include educational background, recent project experience, and relevant research or other technical information.



# LEXINGTON

## Division of Parks & Recreation



LANDSCAPE ARCHITECTURE | CIVIL ENGINEERING

*Project Management | Public Facilitation | Landscape Architecture | Civil Engineering*



**Billie Motsch, RLA**

Project Landscape Architect  
Billie will provide project support as needed throughout the project. Billie's technical expertise and construction experience offer critical working knowledge of parks design and construction issues. Billie is the Landscape Architect of Record for the first LFUCG Sport Courts project and provided primary production and detailing for the basketball and pickleball courts for six different parks.



**Ramona Fry, RLA,**

Principal in Charge  
Ramona will be the PIC to provide oversight throughout the planning process. Her extensive experience in parks planning and design will provide a wealth of knowledge to the process. Ramona is the PIC for the LFUCG Sports Courts project that is currently out to bid.



**Derek Motsch, PE**

Project Civil Engineer  
Derek will provide project support through evaluation of Civil design issues. He will collaborate on all concepts to be sure infrastructure needs are being met. Derek provided permit application for the first LFUCG Sport Courts projects, including storm water through LFUCG Engineering and Floodplain permitting through KY Division of Water.



## Ramona Fry- Principal Landscape Architect

Ramona is a registered Landscape Architect with over 20 years of experience in project design and management. Her professional experience includes master planning, site design and development, preparation of construction documents and contract administration, with a great emphasis in Parks & Recreation work, including extensive experience with LFUCG Parks and Recreation.

Ramona will serve as the Principal in Charge and **Project Manager** for this project. She will oversee design and planning for the entire project and assist LFUCG to plan and direct Public Facilitation and Input process Her experience as Project Manager and Prime Consultant includes the \$ 29M Elizabethtown Sports Park, the current LFUCG Sports Courts project, Davis Park and Phoenix Park. She excels at bringing projects through design and construction detailing to administering projects in the field and has years of experience working for the LFUCG and understands the procedures and expectations.

### Registration:

Landscape Architect –  
Kentucky, #661  
Ohio, #1701415

### Certifications:

LEED AP BD+C  
CLARB certified Landscape  
Architect

### Education:

University of Kentucky  
Bachelor of Science in Landscape  
Architecture, 1999.

Idaho State University  
Bachelor of Arts in Education,  
1994.

### Professional Experience:

Element Design, PLLC  
(formerly M2D Design Group)  
Senior Partner / Principal  
Landscape Architect  
2008-Present

McIlwain + Associates  
Landscape Architect  
2000- 2008

### Relevant Project Experience:

LFUCG Sport Courts - Lexington, KY

LFUCG Davis Park - Lexington, KY

LFUCG Phoenix Park - Lexington, KY

LFUCG Ecton Park Concessions & Restroom Building- Lexington, KY

LFUCG Masterson Station Park Sprayground - Lexington, KY

LFUCG Jacobson Park Sprayground - Lexington, KY

LFUCG Shillito Park Playground Renovation - Lexington, KY

LFUCG Jacobson Playground Renovation - Lexington, KY

LFUCG Woodland Park Restroom & Concessions Building - Lexington, KY

LFUCG Thompson Road Park Renovation - Lexington, KY

LFUCG Idle Hour Park Improvements - Lexington, KY

LFUCG LCR WWS Architectural & Site Improvements - Lexington, KY

LFUCG Lexington Senior Center & Idle Hour Park Improvements-  
Lexington, KY

LFUCG Family Care Center Courtyard Restoration & Accessibility Project  
- Lexington, KY

Lisle Road Soccer Complex - Georgetown, KY

Elizabethtown Sports Park - Elizabethtown, KY

Town Branch Commons - Lexington, KY

Tyler Park Renovation - Louisville, KY





## Billie Motsch - Project Landscape Architect

Billie has over 17 years of experience in planning, landscape architectural design and development of construction documents. Her experience includes commercial, residential, military and extensive parks and recreation experience, particularly with LFUCG.

Billie will serve the team as a project Landscape Architect, and landscape design specialist. Billie has a strong background in the Nursery and Landscape Construction industry and she reviews and oversees landscape design projects and species selection and specifications for the firm. She will further assist the team with the development of construction drawings and details, and has served as the Landscape Architect of Record on the current LFUCG Sports Courts project. She has the current experience and knowledge of LFUCG Parks preferred details and specifications necessary to help streamline the design process and keep the project on schedule.

### Registration:

Landscape Architect –  
Kentucky, #983

### Education:

University of Kentucky  
Bachelor of Science in  
Landscape Architecture, 2005

### Work Experience:

Element Design, PLLC  
Junior Partner / Landscape  
Designer  
2012-Present

M2D Design Group, PLLC  
Landscape Designer  
2011-2012

Mindel, Scott and Associates  
Landscape Designer  
2005-2011

### Relevant Project Experience:

LFUCG Sport Courts - Lexington, KY

LFUCG Davis Park - Lexington, KY

LFUCG Phoenix Park - Lexington, KY

LFUCG Masterson Station Park Sprayground - Lexington, KY

LFUCG Jacobson Park Sprayground - Lexington, KY

LFUCG Shillito Park Playground Renovation - Lexington, KY

LFUCG Jacobson Park Playground Renovation - Lexington, KY

LFUCG Idle Hour Park - Lexington, KY

LFUCG Masterson Station Park Trail and Trailwood Trail - Lexington, KY

LFUCG Gainesway Trail - Lexington, KY

Lexington Senior Center - Lexington, KY

Hopkinsville Inner-City Parks Project - Hopkinsville, KY

Walnut Street Park - Hopkinsville, KY

Lisle Road Soccer Complex - Georgetown, KY

Kentucky Exposition Center, Prestonia Grounds & Infrastructure  
Improvements - Louisville, KY

Brenda Cowan Elementary School - Lexington, KY

Broadway Inn Renovation - Lexington, KY

Lexington Police Canine Facility - Lexington, KY



### R. Derek Motsch, PE - Project Civil Engineer

Derek will serve as the Project Civil Engineer, responsible for storm water management and coordination with LFUCG Engineering and any additional permitting required through Kentucky Division of Water. Derek is a registered Professional Engineer with over 18 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He specializes in water and wastewater treatment and distribution and civil site utility design. He has significant recent experience working on LFUCG projects for both the City and specifically Parks & Recreation, as well as project experience within Fayette County and has established excellent working relationships with LFUCG Engineer, Division of Water Quality and Kentucky American Water.

#### **Registration:**

Professional Engineer –  
Kentucky, #26439  
Ohio, #84855

#### **Education:**

University of Kentucky  
Bachelor of Science,  
Civil Engineering, 2004

Asbury University, BA  
Physical Science, 2002

#### **Professional Experience:**

Element Design  
October 2017 - Present

Summit Engineering, Inc.  
Sept. 2013 - Oct. 2017

Cann-Tech, LLC.  
Sept. 2004 - August 2013

Kenvirons, Inc., E.I.T.  
May 2004 - Sept 2004

Derek is very skilled at the production of construction documentation and technical details. He is also adept at computer / three dimensional modeling, and uses his modeling skills to assist in making design decisions and in the production of construction drawings.

#### **Recent Project Experience:**

LFUCG Sport Courts - Lexington, KY

LFUCG Davis Park - Lexington, KY

LFUCG Phoenix Park - Lexington, KY

LFUCG Woodland Park Restroom & Concessions Building - Lexington, KY

LFUCG Ecton Park Concessions & Restroom Building- Lexington, KY

LFUCG Shillito Park Playground Renovation - Lexington, KY

Lexington Police Canine Facility - Lexington, KY

Tyler Park Master Plan Implementation - Louisville, KY

Lisle Road Soccer Complex - Georgetown, KY

Lexington Police Canine Facility - Lexington, KY

Henry County Courthouse - Newcastle, KY

US Equestrian Federation Building - Lexington, KY

Transylvania Campus Center - Lexington, KY

Saint Matthews Community Center Renovation - Louisville, KY

Brenda Cowan Elementary School - Lexington, KY

Bluegrass Community and Technical College - Newtown Pike Campus  
Expansion - Lexington, KY



## Section 2 | Capacity to Perform the Work

Our current workload has peaked through February and March, as a firm we are seeing greater availability of hours through April and especially beyond. We are ready to tackle our next big project!

In addition to our primary staff team below, we also have three additional licensed Landscape Architects and one Landscape Architecture graduate, all with availability to assist in production as needed to meet your schedule.

Additionally, our current experience on the first phase of Sports Courts projects has given us a running start on the next phases- we understand the logistical issues and have developed the approach and details needed to streamline the design process.

### Additional Staff Available:

David White, RLA

Liz Piper, RLA

Evan McDaniel, RLA

Eric Smith, Designer



**Ramona Fry, RLA,**  
Principal in Charge

Ramona's availability is increasing as several projects currently under construction will be wrapping up in the coming month.

Project	Phase	% Time Current (Hr/Wk)	% Time Projected (Hr/Wk)
Davis Park	90% C	2 Hours / Week	2 Hours / Week
Sports Courts	Bidding	2 Hours / Week	2 Hours / Week
Phoenix Park	A	8 Hours / Week	8 Hours / Week
Ecton Park	Bidding	2 Hours / Week	2 Hours / Week
UK PS 8	B	4 Hours / Week	4 Hours / Week
Lisle Road Soccer	D	2 Hours / Week	2 Hours / Week
Newburg Elementary	D	2 Hours / Week	2 Hours / Week
UK Cooper / Still	D	2 Hours / Week	2 Hours / Week
KY DECA MA projects	D	4 Hours / Week	0 Hours / Week
Loretto Plaza	B	2 Hours / Week	2 Hours / Week
Morehead Streetscape	C	0 Hours / Week	2 Hours / Week
Office		2 Hours / Week	2 Hours / Week
Marketing		2 Hours / Week	2 Hours / Week
<b>Capacity</b>		34 Hours / Week - 15% Capacity	<b>32 Hours / Week - 20% Capacity</b>

## Section 2 | Capacity to Perform the Work



**Billie Motsch, RLA**

Project Landscape Architect

Billie will provide the majority of production for the project. Most of her current work flow will be in Construction / Phase D shortly, and her availability will increase dramatically starting in May.

Project	Phase	% Time Current (Hr/Wk)	% Time Projected (Hr/Wk)
Davis Park	90% C	20 Hours / Week	4 Hours / Week
Sports Courts	Bidding	2 Hours / Week	4 Hours / Week
Phoenix Park	A	2 Hours / Week	6 Hours / Week
Manchester Hotel	D	2 Hours / Week	2 Hours / Week
FCPS CTE School	C	4 Hours / Week	4 Hours / Week
Office		2 Hours / Week	2 Hours / Week
Marketing		2 Hours / Week	2 Hours / Week
Capacity		34 Hours / Week - 15% Capacity	<b>24 Hours / Week - 40% Capacity</b>



**Derek Motsch, PE**

Project Civil Engineer

Derek's workload is also decreasing as several of his heavy production projects and permit applications will complete in the month of April.

Project	Phase	% Time Current (Hr/Wk)	% Time Projected (Hr/Wk)
Davis Park	90% C	2 Hours / Week	2 Hours / Week
Sports Courts	Bidding	2 Hours / Week	0 Hours / Week
Phoenix Park	A	0 Hours / Week	2 Hours / Week
Woodland Park	D	2 Hours / Week	2 Hours / Week
Elliott Park	C	4 Hours / Week	4 Hours / Week
UK PS 8	B	4 Hours / Week	8 Hours / Week
FCPS CTE School	C	2 Hours / Week	4 Hours / Week
Lisle Road Soccer	D	2 Hours / Week	2 Hours / Week
Newburg Elementary	D	6 Hours / Week	2 Hours / Week
Pennyrile SP Campground	D	8 Hours / Week	2 Hours / Week
Office		2 Hours / Week	2 Hours / Week
Capacity		34 Hours / Week - 15% Capacity	<b>30 Hours / Week - 25% Capacity</b>



## Section 3 | LFUCG Project Experience

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### LFUCG Project Experience

Sports Courts 1- Basketball Full & Half Courts, Pickleball

Davis Park - Basketball Court

Phoenix Park Reimagined

Town Branch Commons

Jacobson Park Sprayground

Masterson Station Park Sprayground

Isaac Murphy Memorial Art Garden

Woodland Park Cafe & Restroom Building

Jacobson Park Playground Renovation

Shillito Park Playground Renovation

Lower Cane Run Wet Weather Storage Facility  
Architectural & Site Improvements

Idle Hour Park Improvements - Basketball Half Court

Thompson Road Park Renovation - Basketball Half Court

Gainesway Trail

Masterson Hills and Trailwood Trails - Basketball Half Court

Shillito & Lafayette Trails at Shillito Park

Thompson Road Park Renovation - Basketball Half Court

Lexington Senior Center - Pickleball Court

Lexington Police Canine Facility

Family Care Center Courtyard Renovation

Versailles Road Government Center ADA Connection

Ecton Park Concession & Restroom Building Replacement



### Additional Sport Court / Play Surfacing Facilities

Tyler Park Tennis Courts - Renovation

Lisle Road Soccer Complex

Collins Lane Elementary School Basketball Court

Menifee County K-8 School Basketball Court

Leslie County High School Track Resurfacing

Elizabethtown Sports Park Miracle Field

Hopkinsville Joe Mumford Park Basketball Court

Hopkinsville East Second Street Park Basketball Court

Morgan County High School Athletic Fields & Track  
Resurfacing

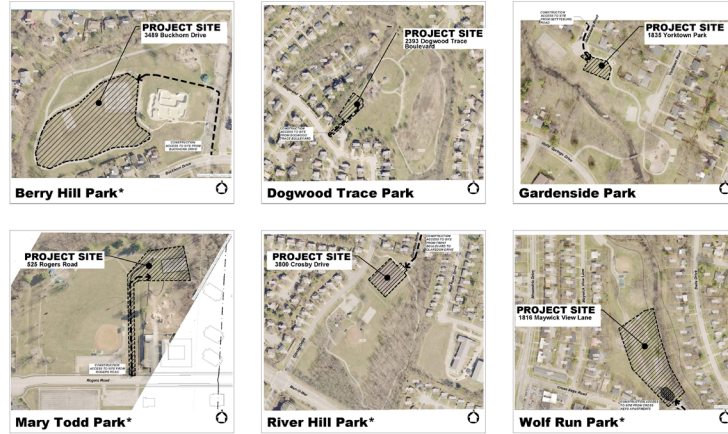
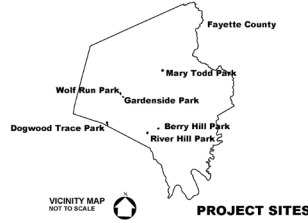
# Section 3 | Relevant Project Experience

## LEXINGTON | FAYETTE URBAN COUNTY GOVERNMENT



### SPORT COURTS

Berry Hill Park  
Dogwood Trace Park  
Gardenside Park  
Mary Todd Park  
River Hill Park  
Wolf Run Park



SCHEDULE OF DRAWINGS	
CVR	COVER & SCHEDULE OF DRAWINGS
<b>BERRY HILL PARK</b>	
L1.00	EROSION PREVENTION & SEDIMENT CONTROL PLAN
L2.00	SITE CLEARING PLAN
L3.00	SITE GRADING & DRAINAGE PLAN
L4.00	SITE LAYOUT & MATERIALS PLAN
L4.1B	ADDITIVE ALTERNATE #2
L5.00	COURT DETAILS
<b>DOGWOOD TRACE PARK</b>	
L1.00	EROSION PREVENTION & SEDIMENT CONTROL PLAN
L2.00	SITE CLEARING PLAN
L3.00	SITE GRADING & DRAINAGE PLAN
L4.00	SITE LAYOUT & MATERIALS PLAN
L4.1D	ADDITIVE ALTERNATE #1 - FUTSAL COURT
L5.00	COURT DETAILS
<b>GARDENSIDE PARK</b>	
L1.00	EROSION PREVENTION & SEDIMENT CONTROL PLAN
L2.00	SITE CLEARING PLAN
L3.00	SITE GRADING & DRAINAGE PLAN
L4.00	SITE LAYOUT & MATERIALS PLAN
<b>MARY TODD PARK</b>	
L1.00	EROSION PREVENTION & SEDIMENT CONTROL PLAN
L2.00	SITE CLEARING PLAN
L3.00	SITE GRADING & DRAINAGE PLAN
L4.00	SITE LAYOUT & MATERIALS PLAN
L5.00	COURT DETAILS
<b>RIVER HILL PARK</b>	
L1.00	EROSION PREVENTION & SEDIMENT CONTROL PLAN
L2.00	SITE CLEARING PLAN
L3.00	SITE GRADING & DRAINAGE PLAN
L4.00	SITE LAYOUT & MATERIALS PLAN
L5.00	COURT DETAILS
<b>WOLF RUN PARK</b>	
L1.00	EROSION PREVENTION & SEDIMENT CONTROL PLAN
L2.00	SITE CLEARING PLAN
L3.00	SITE GRADING & DRAINAGE PLAN
L4.00	SITE LAYOUT & MATERIALS PLAN
<b>COMMON DETAILS</b>	
L6.0	SITE DETAILS
<b>ALTERNATES</b>	
Additive Alternate #1: Dogwood Trace Park. Provide pricing to add asphalt pavement, striping, fencing and appurtenances associated with Futsal court alternate as shown on L4.1D.	
Additive Alternate #2: Berry Hill Park. Provide pricing to upgrade, hydroseed and restore for new soccer field as indicated on L4.1B. Include all associated EPSC and haul off and disposal of site of any excess soil materials and waste associated with the work.	
<b>PHASING</b>	
It is the Owner's intention that the six project sites be phased such that no more than two are under construction at a given time to limit extended site disturbance. The preferred order of phasing is as follows: River Hill Park and Berry Hill Park Mary Todd Park and Wolf Run Park Gardenside Park and Dogwood Trace Park	
The Owner and the Contractor shall agree that a given Park site has reached a point of completion such that it can be turned over to the Owner prior to the Contractor mobilizing to another site. Note asphalt for basketball and pickleball courts must cure per Specification prior to striping and surfacing. The Contractor may mobilize to another site during that curing period and return for final surfacing / striping if all other work needed for the Owner to utilize the site is complete, but the Contractor must provide temporary / snow fencing and signage around those courts to indicate they are not open for public use. The Owner is open to alternate phasing suggestions, depending on the Contractor's ability to perform the work. The intent is that there will never be more than two (2) sites under construction and not useable by the Public throughout the overall 180 days of Project duration.	
<b>CONSULTANTS</b>	
 landscape architects • civil engineering • planning Lexington   Louisville 1611 North Limestone, Lexington, KY 40503   P: 606.381.6200 www.elementdesign.com   E: info@elementdesign.com Contact: Terrence T. Hooper, Design Director, Civil Engineer	
 <b>SPORT COURTS</b> Lexington   Fayette Urban County Government Division of Parks and Recreation	
COVER SHEET	
Sheet 17A	



## Sports Courts Lexington, KY

Client:  
Lexington / Fayette Urban  
County Government  
Division of Parks & Recreation

The Sports Courts project includes improvements at six existing parks across Fayette County. Each site has unique challenges, including poor subgrade soils, aged courts and pavement, access issues, need for new improvements to better serve the community. Element was tasked with providing one bid package to encompass the work at all six parks, with the site logistics and access plans, phasing requirements, site clearing and court demolition where needed, grading and drainage, court layout, materials and details.

### Scope:

- Plans for site phasing and logistics to allow parks to remain in use during construction.
- Full phase design services from schematic to construction documents and construction administration.
- Assessment of existing site conditions and design and detail to address issues at each site.
- Permitting where required for floodplain encroachment and storm water management.





## Section 3 | Relevant Project Experience



### Lexington Senior Citizen Center

Lexington, KY

*Client:*  
*Lexington Fayette*  
*Urban County Government*

*LEED Gold Certified*

The site for the new Lexington Senior Center emphasizes quality and vibrancy for Lexington's senior population, blending high quality design with a beautiful park setting. Located within Idle Hour Park, the design provides model features for site sustainability, including interior parking, rain gardens, biofiltration basins for on-site storm water detention, permeable pavers in parking areas, and an emphasis on landscape and detail.

#### Scope:

- Full site design and civil engineering documents and contract administration including all site elements, grading, storm water, sanitary sewer and potable water design
- Gardens, lawn and patio / plaza spaces, and trails included to promote a variety of outdoor experiences for Center patrons
- Permitting through LFUCG and Kentucky Division of Water
- Coordination with LFUCG, Division of Parks & Recreation and Division of Water Quality
- LEED design, including sustainable site features such as a biofiltration / detention basin, permeable pavers, rain gardens in parking area





## Section 3 | Relevant Project Experience



New ADA Connection



Master Plan 2018



### Tyler Park Master Plan Update and Phase 1 Implementation Louisville, Kentucky

*Client:*  
Louisville Metro Parks

*Client Contact:*  
Jason Canuel  
Assistant Director  
502.574.6068

Tyler Park is an historic Olmsted Brothers Park in Louisville. Several of the features from the original Olmsted Brothers master plan remain in the park, such as the oval lawn, tennis courts and some of the original trail paths. Over time, additional amenities have been installed that provide service to the community, but are not in keeping with the historic plan.

**Scope:**

- Review and update the 2009 Tyler Park master plan
- Design in accordance with the Secretary of the Interior's Standards for Rehabilitation of this historic site. Restore and respect historic plan elements and park uses, while providing for modern amenities that serve the public within the context of historic elements of the park.
- Restore the intent of the event lawn from the original Olmsted Brothers plan, while relocating the useful amenities (playground, sprayground, sport court) that have infringed on it.
- Assess current landscape and trees to help restore the intent of the original landscape plans.
- Provide improved ADA accessibility throughout the park.



## Section 3 | Relevant Project Experience



PROPOSED PARK PLAN

SCALE 1" = 40'



### Davis Park Lexington, Kentucky

*Client:*  
Lexington | Fayette Urban  
County Government

*Client Contact:*  
Michelle Kosieniak,  
Superintendent of Planning &  
Design  
LFUCG Division of Parks &  
Recreation

*Budget:*  
\$1M total project

The residents of Davis Park, formerly known as the neighborhood of Davis Bottoms, have waited for a replacement for their previous neighborhood park for more than a decade. In the past 20 years, the neighborhood has seen massive change resulting from redevelopment and the extension of Newtown Pike / Oliver Lewis Way through the neighborhood. The new Davis Park is cited prominently and will provide much needed greenspace and recreation opportunities to this urban neighborhood.

#### Scope:

- Updated master plan from previous community input and facilitation work done by EHI Consultants. This community input was used to develop the program for the new Park. The neighborhood provided input on the design at key points in the process.
- Located over capped, but previously contaminated soils, the design includes provisions for keeping the existing cap in place at 36" below existing grade; footings, plantings and the grading plan all had to be designed around this limitation to prevent further contamination.
- Full five phase design from schematic through construction drawings and construction administration.
- New lawn, trails, pavilion, picnic areas, parking, playground and half court basketball court with an alternate for a full court.



## Section 3 | Relevant Project Experience



*“The Elizabethtown facility is a dramatic addition to our industry. It’s a head-turner. When we go to talk to tournament promoters at trade shows, they’re paying attention because it is tournament quality and large enough to hold regional and national events. It helps us sell Kentucky.”*

*- Kevin Marie Nuss, Executive Director,  
Kentucky Sports Authority*

*Client:  
Elizabethtown Tourism and  
Convention Board*

*Client Contact:  
Jana Clark  
Elizabethtown Sports Director  
270.765.2175*

*KyASLA Honor Award  
for Design Excellence  
KRPS Facility Award*

### **Elizabethtown Sports Park** Elizabethtown, Kentucky

Element Design served as the prime consultant overseeing all aspects of the planning and design for this 158 acre sports facility

#### **Scope:**

- 8 Tournament Baseball Fields, 4 Tournament Women’s Fast Pitch Softball Fields, one Miracle Field, 10 Full Size Tournament Soccer Fields and 2 Championship Synthetic Turf Football/Soccer Fields
- 3 large pavilions, 6 concessions facilities, grandstands and press box, and a maintenance complex
- All roadways and parking lots, multiple Park entrances and gates, utility infrastructure, playgrounds, trails and full landscape development for the Park site and adjacent creeks
- Walking trails, playgrounds, picnic pavilions, interpretive environmental study area and biofiltration displays
- More than 4 acres of constructed wetlands for stormwater quality and quantity management



## Section 3 | Relevant Project Experience



### Lisle Road Soccer Complex Georgetown, Kentucky

*Client:*  
Scott County Government

*Client Contact:*  
Judge Executive  
Joe Pat Covington  
Scott County Fiscal Court  
502.863.7850

*Budget:*  
\$2M total project

The existing soccer complex at Lisle Road serves as home to the Georgetown Football Club, and includes a variety of field sizes to accommodate several age groups. This project is Phase 1 of improvements to the existing park to provide tournament quality fields and facilities for the Club and for Scott County. Included in this first phase is a new restroom and concessions building, four full size soccer fields including two 'championship' fields with plans for lighting and future synthetic surfacing, a new roadway and new parking. The Park will also serve as the starting point for the Legacy Trail in Scott County, and the Park design includes accommodation for the future trail head as well as the alignment for this section of the Legacy Trail

#### Scope:

- Updated master plan for the Phase 1 scope which relocated the planned restroom & concessions building, parking and roadway to more centralize them.
- Alignment for the Legacy Trail through the Park.
- Field details and plans for future lighting and conversion to synthetic turf for the championship field.
- Parking lot design and roadway alignment and design.
- New sanitary and water service.
- Storm water management to comply with Georgetown requirements.



## Section 3 | Relevant Project Experience



### Idle Hour Park Improvement

Lexington, KY

*Client:*  
Lexington / Fayette Urban  
County Government

Idle Hour Park is a heavily utilized park adjacent to downtown Lexington. As part of an effort to revitalize the park and add amenities for neighborhood and community users, this project added a new roadway and parking lot to serve existing baseball fields and multiple sections of new trail to connect to ballfields and complete a new trail system in the park.

Full five phase design services included all design and construction documents and contract administration.

**Scope:**

- New half-court basketball court
- New parking lot with entrance roadway
- Trails and trail signage and amenities
- Biofiltration swales to treat storm water run-off from roadway and parking
- Retaining wall to address grade changes necessary for new parking area.





### Relevant Project List & References

#### **A.B. Sawyer Park Master Plan Phase I Implementation**

Cost: \$1,000,000

Assessment of previous Master Plan for this sports oriented park in Louisville with development of final design and construction documents, including parking lot renovation, new stormwater management features, improved pedestrian entrance and walks, and playground area.

#### **Tyler Park Master Plan Phase I Implementation- Element/JRA**

Cost: \$1,500,000

Assessment of previous Master Plan for this Olmsted Park in Louisville with development of final design and construction documents, including new restroom facilities, playground, sprayground and tennis court updates.

**Jason Canuel** - Assistant Direction, Louisville Parks and Recreation  
502.574.6086



#### **Jacobson Park and Masterson Station Park Spraygrounds**

Cost: \$1,040,000

Design and construction for spraygrounds at two separate parks in Lexington. The project bid within Element's estimate and is currently being completed. The Jacobson Park site included construction of a new restroom facility to serve the sprayground and adjacent playground.

**Michelle Kosieniak**, Superintendent of Planning & Design  
LFUCG Parks & Recreation  
859.288.2982



#### **Lisle Road Soccer Complex**

Cost: \$ 1,975,000

Beginning with an update to part of the existing master plan for the Complex with implementation of Phase 1, the design includes new roadway, parking lot, four new full size soccer fields, a new concessions and restroom facility, walkways, and planning for the future extension of the Legacy Trail to a new Trailhead in the park. Judge Joe Pat Covington, Scott County Judge Executive  
Scott County Government  
502.863.7850



#### **Family Care Center Courtyard Restoration & Accessibility Project**

Cost: \$ 300,000

This project was completed in spring, 2018, on schedule and without any change orders. Element pushed design to beat LFUCG's design schedule and be out to bid one week early.

Chris Litton, Project Program Manager, LFUCG Department of General Services  
859.258.3932



## Section 4 | Project Familiarity & Approach



Element Design has extensive experience working on many parks and open space projects throughout the city of Lexington, including both Woodland and Shillito Parks. We recently completed the design and construction documents for the first phase of Sports Courts projects. This first Sports Court project has improvements across six different parks and includes basketball court renovation, new construction, half and full size courts, removal of tennis courts and construction of new pickle ball courts. The documents are organized to provide for one bid package, across multiple locations, with phasing requirements. While smaller than this project, the tasks and details are very similar in nature, and we have experience in designing all of the sport court types included in this project. We have completed numerous projects with LFUCG and Parks, as well as for other cities, schools, and universities throughout our region.

Our experience and familiarity working with Parks provides us with an understanding of project life cycle, from preferred design approach to maintenance concerns. This history of knowledge allows us to begin from a place of understanding, and move forward quickly with design solutions that will address Parks' needs and priorities.



Our first step as we approach any project is to understand the physical character of the site while also working with you to understand the project goals and program. We collect available information and evaluate existing conditions as we learn about the project sites. Review of the existing facilities may include site function and circulation, evaluation of existing surfaces and materials, and review of potential design issues.

We will then move quickly into development of concepts and preliminary options of cost. This may include various scenarios to address any ongoing design issues related to existing courts and options for improving facilities based on each individual park and neighborhoods needs. At this time, we will identify permitting requirements and begin that agency coordination.



Once a preferred site plan is selected, we move directly into Construction Documents. Our role as a design team during the CD phase will be to work closely together to develop all of the necessary details that make a project ultimately successful. In this phase, we will continue to work closely with LFUCG to make sure our details are conforming to your vision and requirements. We will finalize full construction documents, estimate and permit applications. We will coordinate with LFUCG Purchasing throughout the Bidding process and provide bid review and recommendations.



Once construction begins, our responsibilities will include attending and documenting Progress Meetings, issuing clarifications or field instructions as needed, issuing Proposal Requests as needed, providing review of construction work in the field, punch list review, project record drawings for the City and warranty review. We will coordinate with LFUCG Parks construction team and the contractor to resolve field issues and challenges in a way that is cost effective but also sustainable.

## Section 5 | Estimated Cost of Services

Below we have included our Proposed Fee Structure as indicated in the RFP, as well as Hourly Rates.

The proposed fee is based on the scope as stated in the RFP, which we understand to be total design services for the renovation and design of sports courts for 10 City Parks, over two separate bid packages.

Provide a Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

Consultant Services	Lump Sum Fee
1. Site Plan, Schematics & Cost Estimate	\$ 8,000
2. Construction Documents	
50% Completion	\$ 15,000
100% Completion	\$ 15,000
3. Permit Application Preparation (if needed)	\$ 6,000
4. Bidding & Negotiation	\$ 2,000
5. Construction Administration	18,000 \$
6. As-built Drawings	2,000 \$
<b>Total</b>	<u>\$ 66,000</u>

### Unit Pricing

- a. LFUCG reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
- b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.

**Section 5 | Estimated Cost of Services**

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c. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be 0%.

<b><u>TITLE/SKILL LEVEL</u></b>	<b><u>HOURLY RATE</u></b>
Principal Landscape Architect	\$125 / hour
Landscape Architect	\$100 / hour
Civil Engineer (PE)	\$110 / hour
Technician / Designer	\$70 / hour



## **Section 6 | Appendix Additional Information**

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**Appendix A Forms**

**Affidavit**

**Equal Opportunity Agreement**

**Work Force Analysis Form**

**Firm Submittal Page**

**LFUCG MWDBE Participation Form**

**LFUCG MWDBE Substitution Form**

**LFUCG MWDBE Quote Summary Form**

**LFUCG Subcontractor Monthly Payment Form**

**LFUCG Good Faith Efforts**

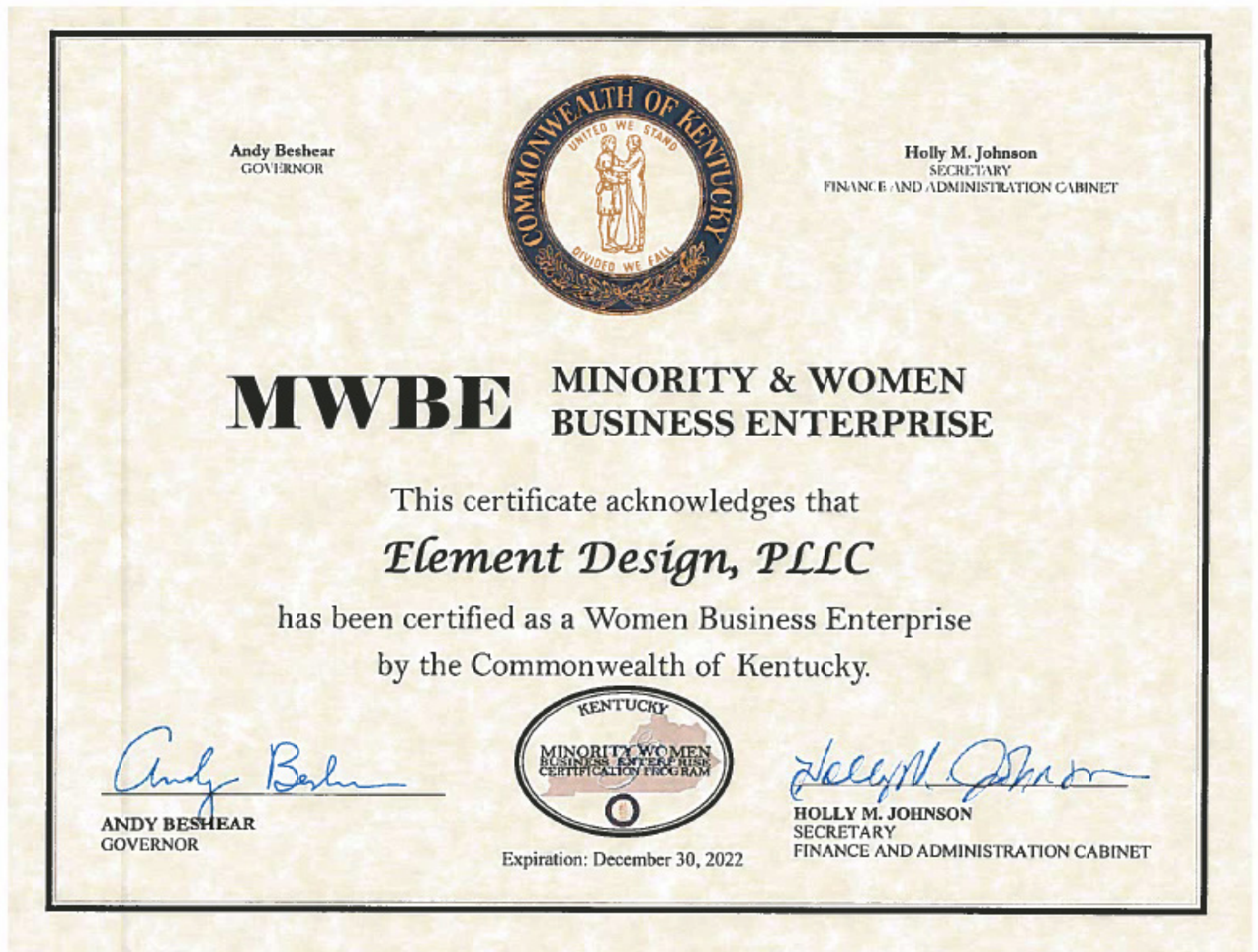
**General Provisions**

**KY Permit and Registration**

Element Design is a Women Owned Business Enterprise performing Civil Engineering, Landscape Architecture and Planning professional services. Our certificate through the Kentucky Finance Cabinet is indicated below, additional certifications available on request.

Element Design holds the following certifications:

- WBE - Women's Business Enterprise National Council (WBENC)
- DBE - Kentucky Transportation Cabinet
- M/WBE - the Finance and Administration Cabinet
- WOSB - Federal designation through Small Business Administration





## AFFIDAVIT

Comes the Affiant, Element Design, PLLC, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Ramona Fry, Principal and he/she is the individual submitting the proposal or is the authorized representative of Element Design, PLLC, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Element Design, PLLC - Ramona Fry, Principal

STATE OF Kentucky

COUNTY OF Fayette

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

by Ramona Fry, Principal, Element Design on this the 4th day

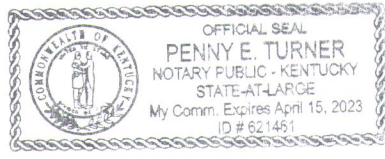
of April, 2022.

Ramona Fry, Principal, Element Design

My Commission expires: April 15, 2023

Penny E. Turner

NOTARY PUBLIC, STATE AT LARGE





# EQUAL OPPORTUNITY AGREEMENT

## Standard Title VI Assurance

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

## The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

A handwritten signature in black ink, appearing to be 'A. B.', written above a horizontal line.

Signature

Element Design, PLLC

*Name of Business*



**WORKFORCE ANALYSIS FORM**

Name of Organization: Element Design, PLLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals		3	3														
Superintendents																	
Supervisors																	
Foremen																	
Technicians		1															
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>																	

Prepared by: Ramona Fry, Principal Date: 04 / 03 / 2022

*(Name and Title)*

*Revised 2015-Dec-15*

Firm Submitting Proposal: Element Design, PLLC

Complete Address: 366 South Broadway Lexington 40508  
Street City Zip

Contact Name: Ramona Fry Title: Principal

Telephone Number: 859-389-6533 Fax Number: 859-389-6534

Email address: ramona @element-site.com





**Bid/RFP/Quote Reference # 19-2022**

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 Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Element Design, PLLC 366 South Broadway Lexington, KY 40508 (859)389-6533 ramona@element-site.com	WBE	Prime Consultant Landscape Architecture Civil Engineering	TBD	100%
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/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.

Element Design, PLLC  
Company

April 3, 2022  
Date

Ramona Fry  
Company Representative

Principal  
Title



**Bid/RFP/Quote Reference #** 19-2022

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 Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

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

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

Element Design, PLLC  
Company

April 3, 2022  
Date

Ramona Fry  
Company Representative

Principal  
Title





Bid/RFP/Quote Reference # 19-2022

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

Company Name Element Design, PLLC	Contact Person Ramona Fry, Principal
Address/Phone/Email 366 South Broadway, Lexington, KY 40508	Bid Package / Bid Date RFP #19-2022 / Bid Date April 4, 2022

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

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

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

Element Design, PLLC \_\_\_\_\_  
Company

\_\_\_\_\_  
Ramona Fry  
Company Representative

April 3, 2022 \_\_\_\_\_  
Date

\_\_\_\_\_  
Principal  
Title



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

**Bid/RFP/Quote #** 19-2022

**Total Contract Amount Awarded to Prime Contractor for this Project** TBD

<b>Project Name/ Contract #</b> Design Services for Sports Courts Construction & Renovation	<b>Work Period/ From:</b> TBD <b>To:</b>
<b>Company Name:</b> Element Design, PLLC	<b>Address:</b> 366 South Broadway, Lexington, 40508
<b>Federal Tax ID:</b> 45-5609322	<b>Contact Person:</b> Ramona Fry

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

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

Element Design, PLLC  
Company

Ramona Fry  
Company Representative

April 3, 2022  
Date

Principal  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # 19-2022**

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Element Design, PLLC  
\_\_\_\_\_  
Company  
April 3, 2022  
\_\_\_\_\_  
Date

Ramona Fry  
\_\_\_\_\_  
Company Representative  
Principal  
\_\_\_\_\_  
Title

## **GENERAL PROVISIONS**

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

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

2. Failure to submit ALL forms and information required in this 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.

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



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

#### B. At Will Termination

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

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

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

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



Signature

April 3, 2022

Date