

**EXHIBIT B**  
**CONSULTANT PROPOSAL**

RFP: #3-2025 / DUE: FEBRUARY 24, 2025

# TSW Team Proposal Lexington-Fayette Urban County Government Castlewood Park Design Services

for Vehicular and Pedestrian  
Access and Sport Court  
Redevelopment Design



## SUBMITTED BY:

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

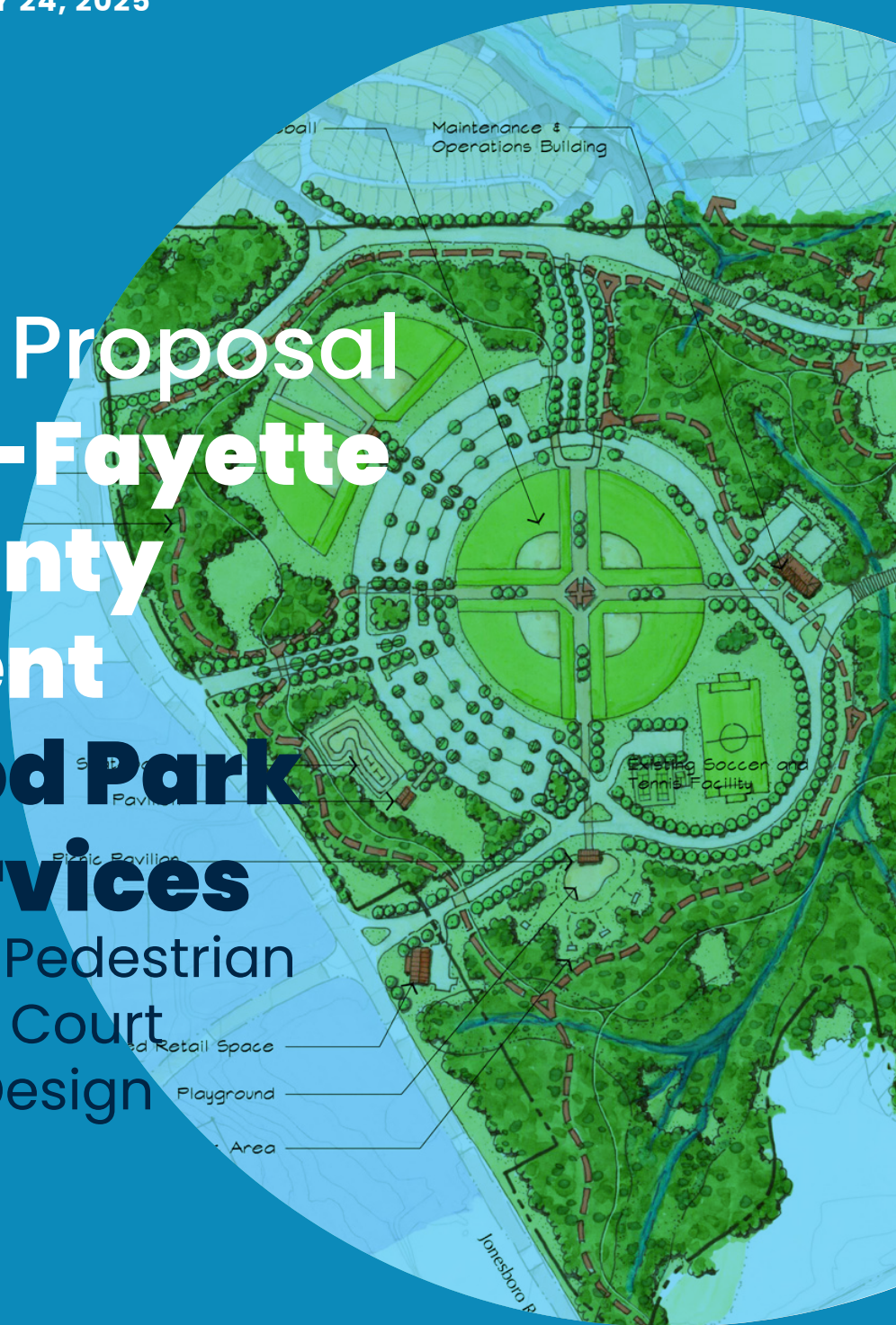
**Contact: Samantha Castro, Senior Associate  
Lexington Office Manager**

110 West Vine Street, Suite 300  
Lexington, KY 40507

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

February 24, 2025

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 (LFUCG) for the Castlewood Park Design Services to provide conceptual and schematic design services for vehicular and pedestrian access and sports court redevelopment. 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 achieve the goals of this project. For this effort, we are teaming with **CDI** for civil engineering expertise.

The **TSW Team** has extensive experience throughout the Southeast, including recent efforts in Lexington on the Urban Growth Master Plan. TSW's local expert, Samantha Castro, is a resident of Lexington and has spent over 15 years working for LFUCG - as a Senior Long Range Planner, and as a trusted consultant - bringing invaluable insight into the city's planning and design priorities.

**TSW** is currently collaborating on the Complete Streets Design Manual, which will give our team a preview of the City's new standards for multi-modal infrastructure on all public streets. We are also beginning work on the parking and trail study at Veterans Park, focusing on similar concerns surrounding parking needs and sports facilities. Just over a mile from Castlewood Park, through the recommendation of Parks & Recreation, TSW is working on a pro bono design project with the Lexington Freedom Train non-profit organization. **CDI**, a DBE-certified civil engineering firm, has a well-established presence in the region, having successfully delivered numerous parks and site development projects across the area, including locally at the University of Kentucky. Together, our team offers a unique blend of regional expertise and deep local knowledge, ensuring a thoughtful and impactful approach to this project.

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](mailto:bbays@tsw-design.com)

Samantha Castro, Senior Associate

Direct: 859.317.5585  
Email: [scastro@tsw-design.com](mailto:scastro@tsw-design.com)

**Planners • Architects • Landscape Architects**  
1447 Peachtree Street NE, Suite 850 Atlanta, GA 30309



## SECTION 1:

# TSW Team Overview

The **Tunnell-Spangler-Walsh & Associates (TSW) Team** has been assembled to bring expertise in site analysis, design, and cost estimation for Castlewood Park. The team will be managed by TSW, which will guide analysis, conceptual design, schematic plans and cost estimation. Assisting TSW is **Civil Design, Inc. (CDI)** for civil engineering.



## 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 47 full-time employees in our Atlanta headquarters and offices in Lexington (KY), Tulsa (OK), and Chattanooga (TN), our small office size allows our principals to be hands-on in every aspect of a project and enables more multidisciplinary collaboration.

For more than 35 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. We are involved in all stages of community planning and design, including outreach, visioning, coding, site planning, architecture, and streetscape design, and are proud to see many of our projects move from concept to completion in a range of diverse locations throughout the Southeast.

TSW's personnel includes 47 full-time employees, several of whom work in multiple studios. Our staff members include: 23 planners (14 with AICP accreditation), 6 transportation planners, 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 and Lexington Office Manager**

110 West Vine Street, Suite 300

Lexington, KY 40507

Phone: 859.317.5585

Email: [scastro@tsw-design.com](mailto:scastro@tsw-design.com)

Web: [www.tsw-design.com](http://www.tsw-design.com)

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## SECTION 1: TSW TEAM QUALIFICATIONS

### Civil Design, Inc. (CDI)

CDI is a multi-disciplined civil engineering firm offering civil site, structural, land surveying, and GIS services, with services separated into six primary service lines: Infrastructure + Analytics, Site, Structures, Survey, Transportation, and Water Resources.

Since its founding in 1996, our team has grown to over 140 team members with six locations, six service lines, and over 40 licensed professionals. Our experience lends us the ability to generate innovative solutions to project challenges, allowing our team to further the ambitions of our clients and the communities they serve.

As a firm, CDI is built on the mission to create quality infrastructure while also contributing positively to the community. CDI's culture is centered around a fundamental commitment to Building Stronger Communities, meaning the firm's team of passionate individuals is dedicated to revitalizing the spaces that contribute to their daily lives.

#### CDI Contact Information

**John Falk, Site Service Leader**

5220 Oakland Avenue  
St Louis, MO 63110

Email: [jfalk@civildesigninc.com](mailto:jfalk@civildesigninc.com)

Web: <https://www.civildesigninc.com>



## SECTION 1: TSW TEAM QUALIFICATIONS

### TSW Parks and Civic Spaces Design Awards + Recognition



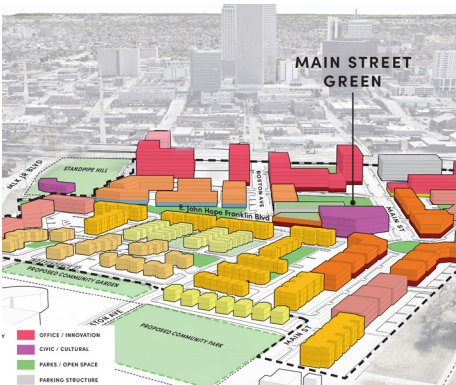
City of Fayetteville (AR) Walker Park Master Plan- Oklahoma ASLA Merit Award



Piedmont Park Active Oval - GA Chapter American Society of Landscape Architects Merit Award



City of Stockbridge Amphitheater and Park - Atlanta Regional Commission Livable Center Regional Excellence Award



Kirkpatrick Heights/Greenwood Master Plan - 2023 American Planning Association Advancing Diversity & Social Change Award



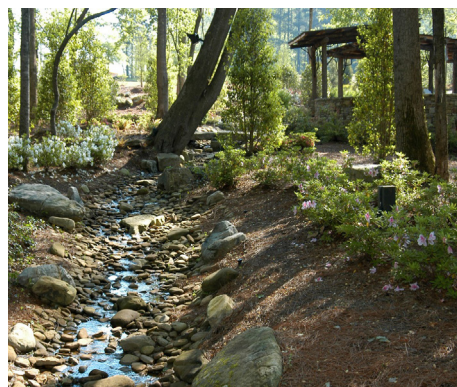
City of Duluth's Parson Alley - Congress for the New Urbanism Charter Award



City of Powder Springs LCI Plan (Town Green) Georgia Planning Association Outstanding Plan Implementation



Piedmont Park Bathhouse & Pool - Atlanta Urban Design Commission Development of Excellence



Vickery Parks & Amenities - Greater Atlanta Home Builders Associates OBIE Award Amenity Package



Rivertown - Florida Planning and Zoning Association Master Planning Award

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SECTION 2:

# Key Personnel

## TSW Team Organizational Chart

### TSW TEAM PROJECT COORDINATION & MANAGEMENT:

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

Lexington Office Lead / Project Coordinator: **Samantha Castro**

Project Manager: **Brandon Sutton**

#### COMMUNITY ENGAGEMENT

**Brandon Sutton**  
**Samantha Castro**  
**Christopher Myers**

+ Support Staff

#### PARK PLANNING, DESIGN + COST ESTIMATE

**Brandon Sutton**  
**Peyton Peterson**, Senior  
Park Designer

**Eloisa De Leon**

+ Support Staff

#### CIVIL ENGINEERING + TRANSPORTATION

**John Falk**  
**Sara Andert**  
**Alex Donenberg**

+ Support Staff

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      | 20-25% |
| ▪ Samantha Castro, Lexington Office Lead / Community Planner | 45-50% |
| ▪ Brandon Sutton, Project Manager / Landscape Architect      | 55-60% |
| ▪ Peyton Peterson, Senior Park Designer                      | 40-45% |
| ▪ Eloisa De Leon, Park Designer                              | 60-65% |
| ▪ Christopher Myers  | 25-30% |

CDI, Inc.

- |                             |        |
|-----------------------------|--------|
| ▪ John Falk / Engineer      | 25-30% |
| ▪ Sara Andert / Engineer    | 35-40% |
| ▪ Alex Donenberg / Engineer | 35-40% |



## SECTION 2: KEY PERSONNEL



### Bryan Bays, PLA

Principal / Landscape Architecture Practice Leader

For more than 25 years Bryan has focused on managing and delivering sustainable award-winning projects in the United States and abroad. He is an experienced Landscape Architect who has successfully led multidisciplinary design teams on complicated public and private projects. Bryan has led public workshops, conducted public information meetings, and has extensive experience working with stakeholder groups and City governments to help them understand their vision and achieve their goals. Bryan is a leader in sustainability, often exceeding project goals for water resources management, connectivity, preservation of open space, and project budget.

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

#### Representative Projects:

**Lexington Freedom Train** (Lexington, KY) – Principal-in-Charge and Lead Landscape Architect for plaza space commemorating Lexington heroes, Lewis and Harriet Hayden, and memorializing the cruel history of slavery. Project included pro-bono conceptual design and construction cost estimation.

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

**Capital Cascades Trail and Parks** (Tallahassee, FL) – Principal-in-Charge and 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.

**Chason Park Expansion** (Bainbridge, GA) – Principal-in-Charge and Lead Designer for the expansion of Chason Park, a historic park on a bluff that is in between the historic downtown district and the Flint River. The Master Plan created a 8.5 acre park and trail system connecting the downtown to the river, other riverfront parks and could support redevelopment.

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

**Gwinnett County Parks & Rec On-Demand Landscape Architects** (Gwinnett County, GA) – 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.

**Crestwood Connection Plan** (Crestwood, KY) – Project Manager for pedestrian connection plan to improve pedestrian connectivity and pedestrian safety with infrastructure enhancements and additions.

#### 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 CTMA + TXDOT Green Mobility Challenge, First Place
- 2011 AIA (GA Chapter) Citation Design Award, Atlanta Botanical Garden
- 2009 ULI (Atlanta Chapter), Atlanta Botanical Garden



## SECTION 2: KEY PERSONNEL



### Samantha Castro, AICP, LEED ND

Lexington Office Lead / 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
- USGBC 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 Freedom Train** (Lexington, KY) – Community planner and local liaison for pro bono plaza design project to commemorate Lexington heroes, Lewis and Harriet Hayden, and memorializing the cruel history of slavery.

**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.

\*Work completed prior to joining TSW.

## SECTION 2: KEY PERSONNEL



### Brandon Sutton, PLA

Associate / Landscape Architect + Mobility Planner

Brandon is a project manager and landscape architect who lives in Chattanooga, Tennessee. His professional experience has centered on work in the public and private sectors, working toward human-centered public spaces and street designs that accommodate all modes and abilities. He has a background that spans urban mixed use and campus design to public parks, greenways and streetscapes.

#### Education:

2004 Bachelor  
of Landscape  
Architecture  
University of Georgia  
Professional Status:

- Professional  
Landscape Architect:  
TN (#1122), GA (#1497)

#### Professional

##### Affiliations:

- American Society of  
Landscape Architects  
(ASLA)
- Council of Landscape  
Architectural  
Registration Boards  
(CLARB)
- Bike Walk  
Chattanooga  
(Volunteer)

#### Work Experience:

Brandon initially worked with TSW from 2006 to 2013. He rejoined TSW after working with the City of Chattanooga for 10+ years as Transportation Design Manager with its Transportation Department and Regional Planning Agency.

#### Representative Projects:

**Capital Cascades Trail Segment 4** (Tallahassee, FL) – Landscape architect supporting the construction documents and technical development of the 1.7-mile and final segment of this greenway. The trail is designed to provide a multifaceted and multi-purpose stormwater and recreation facility as part of the trail network, with features to include a boardwalk and small rest areas with interpretive education and play elements, as well as a parking area and wayfinding system.

**Lawrenceville Lawn** (Lawrenceville, GA) – Project manager and landscape architect for design and construction administration services for a city park near Lawrenceville's downtown square that served as a catalytic project toward further development. Project highlights include a LID stormwater management swale that bisects the site, a specialty playground area, and a multipurpose lawn that serves as amphitheater for special events. Other features include a restroom building, a fountain, trail connections, surface parking, and streetscape on three park edges.

**Halpern Park** (Doraville, GA) – Landscape architect responsible for conceptual design to design development, including grant-writing assistance for the renovation of this neighborhood park. Renovation components include tennis courts, picnic areas, walking trails, parking, and stream restoration. Project was awarded funding from the Land and Water Conservation Fund (LWCF) and matched with funding from the City's capital budget.

**John A. Patten Community Center: Parking & Circulation Enhancements\*** (Chattanooga, TN) – Design manager responsible for concept development and advancing construction documents for park enhancements that centered on a new parking lot. Years of parking lot neglect and haphazard placement of park features prompted a redesign to provide a new small parking area and accessible pedestrian circulation. New sidewalks and pervious pathways were included to more comprehensively connect the park's existing playground, ballfield and restroom with the community center's front entrance. The design was coordinated across multiple departments and ultimately incorporated green infrastructure into a parking lot bioswale that was implemented separately.

\* Completed while with the City of Chattanooga



## SECTION 2: KEY PERSONNEL



### Peyton Peterson, PLA

#### Senior Park Designer

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): Project Manager and Landscape Architect 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): Project Manager and 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.

**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.

**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.

#### 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.

#### **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

#### Representative Projects:

**East Roswell Park** (Roswell, GA): Landscape Designer 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. Improvements prioritized ADA accessibility, equitable design standards, and stormwater management upgrades to meet modern code requirements.

**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.

**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.





## SECTION 2: KEY PERSONNEL



### Christopher Myers

#### Public Engagement and Historic Preservation

Christopher, an Associate at TSW, has more than 10 years of experience as a planner and historic preservationist, administering design guidelines, developing historic preservation plans, reviewing site development plans, completing environmental reviews, and conducting site and literature research. He has extensive experience supporting the work of historic preservation commissions and preparing context-based analyses of proposed changes to properties and sites. Christopher previously served as president of Preserve Greater Indy, a volunteer group of young and young-at-heart professionals with an interest in programming and community building in the preservation field.

#### Education:

2014 Master of Science  
in Historic Preservation  
Ball State University

2013 Bachelor of  
Urban Planning and  
Development  
Ball State University

#### Professional Affiliations:

- American Planning Association

#### Awards:

- 2021 American Planning Association Kentucky Chapter Outstanding Project Award for City of Covington's Neighborhood Development Code

#### Work Experience:

Prior to joining TSW, Christopher was a project manager and code specialist with ZoneCo, a zoning and historic preservation administrator with the City of Covington, KY, and a senior planner and preservation planner with the City of Indianapolis, IN.

#### Representative Projects:

**Urban Growth Management Master Plan** (Lexington, KY) – 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 Freedom Train** (Lexington, KY) – Community planner for pro bono plaza design to commemorate Lexington heroes, Lewis and Harriet Hayden, and memorializing the cruel history of slavery.

**Statesboro Unified Development Ordinance** (Statesboro, GA) – Lead code writer with a subconsultant team to create a unified set of development standards that incentivizes adaptive reuse, among other objectives from the City's Comprehensive Plan. This project included in-depth draft reviews with the client's code administrators.

**Fox Lake National Register Expansion\*** (Fox Lake/Angola, IN) – Project manager for preparing the National Register of Historic Places expansion for Fox Lake, a historic and one-of-a-kind community in Indiana with rich history that is owned, developed, and maintained by Black families and their descendants. This project included extensive archival research and on-the-ground analysis of existing conditions.

**Historic Covington Design Guidelines\*** (Covington, KY) – Preservation specialist responsible for updating the City's design guidelines, modernizing graphics, and turning the document into a resource guide for historic property owners.

**Historic Washington Park Design Guidelines\*** (Indianapolis, IN) – Project manager for developing design guidelines tailored to the neighborhood's interests and educating property owners on the effects of local designation.

\* Completed while with another firm



## SECTION 2: KEY PERSONNEL



**JOHN FALK, PE, LEED AP**  
SITE SERVICE LEADER

**Years of Experience:** 26

### Registrations

Professional Engineer: MO, IL

### Education

BS, Civil Engineering, 1997  
University of Missouri - Rolla

### Accreditations

LEED Accredited Professional  
Illinois CDB Trained PM

### Software

AutoCAD  
StormCAD  
InRoads  
Microsoft Office  
Hydraflow – Hydrographs  
Hydraflow – Storm Sewers  
LEED Auditing Software  
MicroStation



John serves as CDI's Site Service Leader and is responsible for site leadership and site project management. Since joining CDI in 2004, he has used his education, talents, and experience exclusively on site development projects. John is a highly capable project manager and produces all documents needed for project delivery, including construction drawings, design calculations (e.g. hydrology, hydraulics, pavements), cost estimates, engineering specifications, and construction administration documents. John enjoys working with clients and members of the design team to create practical, cost-effective solutions.

### SELECT PROJECT EXPERIENCE

#### SITE DEVELOPMENT - PARKS

St. Louis County Parks – Queeny Park Comfort Station | St. Louis County, MO  
St. Louis County Parks – Creve Coeur Park Comfort Station | Maryland Heights, MO  
St. Louis County Parks – Spanish Lake O'Mara Comfort Station | St. Louis County, MO  
Fillmore Park | Kirkwood, MO  
Hazelwood School District - Sculpture Park | Hazelwood, MO  
Little Creek Nature Area - Discovery Pond and Pedestrian Trail | St. Louis County, MO  
Carr Square - Gateway Walking Trail | St. Louis City, MO

#### SITE DEVELOPMENT-RECREATION/COMMUNITY CENTERS

Lemay Community Center | St. Louis County, MO  
Missouri State University – Student Recreation Center | Springfield, MO  
University of Missouri St. Louis - Student Wellness and Recreation Center | St. Louis County, MO  
Maryland Heights Community Center | Maryland Heights, MO  
Richmond Heights Community Center Planning Study | Richmond Heights, MO  
Dielmann Recreation Center Planning Study | Creve Coeur, MO

#### SITE DEVELOPMENT – ATHLETIC FIELDS

SLU Medical Recreation Field | St. Louis City, MO  
Nerinx Hall Athletic Field | Webster Groves, MO  
SLU Intramural Athletic Field | St. Louis City, MO

#### SITE DEVELOPMENT – THEATERS/MUSEUMS

Muny Renovation Project | City of St. Louis, MO  
Muny Café One | City of St. Louis, MO  
Nerinx Hall Theater Addition | Webster Groves, MO  
Soldiers Memorial Military Museum Renovation | City of St. Louis, MO

#### SITE DEVELOPMENT - MUNICIPAL

O'Fallon Public Library Planning | O'Fallon, IL  
Brentwood Fire Station | Brentwood, MO  
Maryland Heights Recreation Center Planning | Maryland Heights, MO  
Richmond Heights Memorial Library | Richmond Heights, MO

#### SITE DEVELOPMENT - EDUCATION (K-12)

FSD Antonia Campus and Middle School | Jefferson County, Missouri  
HSD Learning Center | Hazelwood, Missouri  
HSD Arrowpoint Elementary School | Hazelwood, Missouri  
HSD Northwest Middle School | Hazelwood, Missouri  
HSD Elementary School Additions | Hazelwood, Missouri  
HSD Nerinx Hall Theater Addition and Garage | Webster, Missouri

#### SITE DEVELOPMENT - EDUCATION (COLLEGIATE)

MU Brady Commons Student Center | University of Missouri - Columbia  
MU Defoe Graham Student Housing | University of Missouri – Columbia  
MU McKee Hall Building | University of Missouri – Columbia

## SECTION 2: KEY PERSONNEL



**SARA ANDERT, PE**  
PROJECT ENGINEER

**Years of Experience:** 16

### Registrations

Professional Engineer: MO

### Education

BS, Civil Engineering, 2008  
Southern Illinois University -  
Edwardsville

### Affiliations

American Society of Civil  
Engineers

FOCUS St. Louis Emerging  
Leaders

### Software

AutoCAD  
ArcGIS  
Microsoft Office  
Microsoft Excel



Sara Andert joined the CDI team in 2008 as part of our Water Resources service. Since joining the team, her project experience has grown to include the Watershed Facility Planning effort for the St. Louis Metropolitan Sewer District, as well as sanitary and storm sewer design and extensive GIS applications. Sara has now transitioned to CDI's Site Service, where she applies her background in water and stormwater design as a project engineer on commercial and municipal site design projects throughout the region.

### SELECT PROJECT EXPERIENCE

#### **Soldiers' Memorial Military Museum and Court of Honor**

St. Louis, MO | Client: Mackey Mitchell Architects/City of St. Louis

#### **AB Green Park Ramp and Stair Improvements**

Richmond Heights, MO | Client: ILI Communities and City of Richmond Heights Parks Department/City of Richmond Heights

#### **Veteran's Honor Park**

Chesterfield, MO | Client: Powers Bowersox/City of Chesterfield

#### **AB Green Pavilion Renovation**

Richmond Heights, MO | Client: Planning Design Services and OWH/City of Richmond Heights

#### **Oak Tree Park Comfort Station**

Brentwood, MO | Client: Planning Design Services and OWH/City of Brentwood

#### **Ball Field Improvements at Various Parks**

St. Louis, MO | Client: City of St. Louis Board of Public Services/City of St. Louis

#### **RDP Extension Park Creek Bank Stabilization**

St. Louis, MO | Client: City of St. Louis

#### **Improvements to Lindenwood Park; New Stage**

St. Louis, MO | Client: City of St. Louis, MO

#### **Improvements to Tilles Park; New Splashpad**

St. Louis, MO | Client: City of St. Louis

#### **St. Louis County Library Phase IB (Part A, 4 Libraries)**

St. Louis County | Client: Bond Architects/St. Louis County Libraries

#### **St. Louis County Library Phase IB (Part B, 5 Libraries)**

St. Louis County | Client: Bond Architects/St. Louis County Libraries

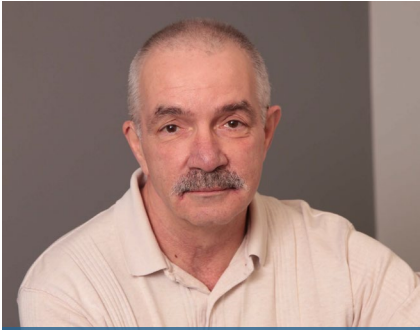
#### **Fillmore Park Master Plan Implementation**

Kirkwood, MO | Client: Planning Design Studio/City of Kirkwood, MO

#### **Laclede Park Pedestrian Walkways**

St. Louis, MO | Client: City of St. Louis, MO

## SECTION 2: KEY PERSONNEL



**ALEX DONENBERG, PE, LEED, AP**  
PROJECT ENGINEER

**Years of Experience:** 30+

### Registrations

Professional Engineer:  
KY

### Education

MS, Civil Engineering, 1983  
Leningrad Institute of  
Hydrometeorology

### Accreditations

LEED Accredited Professional

### Software

AutoCAD  
HydroCAD  
Carlson  
HY-8  
HEC-RAS



Alex Donenberg is a Professional Engineer who provides civil engineering design services for site development, rail design, roadway design, and utility extensions. Alex has designed sites for MSD projects, public schools, and manufacturing facilities. He has a strong background in drainage design, considers alternative solutions for drainage, and understands the importance of communicating with utility companies, review agencies, and the client. His designs of water quality control measures always require compliance with local and federal regulations.

### SELECT PROJECT EXPERIENCE

#### Parkland Branch Library

Louisville, KY | Client: JRA Architects

CDI prepared construction documents and obtained approvals from MSD and Public Works for the addition/renovation to the Parkland Branch Library. Construction documents include a demolition plan, EPSC plan, site layout plans, grading plans, and drainage plans.

#### Portland Branch Library

Louisville, KY | Client: JRA Architects

Prepared construction documents for construction purposes and obtained approvals from MSD and Public Works for the addition/renovation to Portland Branch Library. Construction documents included demolition, EPSC, site layout, grading, and drainage plans.

#### Baxter Community Center

Louisville, KY | Sherman Carter Barnhart

CDI prepared construction documents and obtained approvals from MSD and Public Works for the addition/renovation to the Parkland Branch Library. Construction documents include a demolition plan, EPSC plan, site layout plans, grading plans, and drainage plans.

#### Louisville Collegiate School

Louisville, KY | Client: OMR Architects

Prepared civil construction plans for Louisville Collegiate School expansion and renovation. Plans included site layout and grading, realigning utilities, stormwater and sanitary sewer design, and post-construction stormwater quality BMPs.

#### University of Louisville Belknap Academic Classroom Building

Louisville, KY | Client: KNBA Architects

CDI coordinated with local utility companies for utility design and worked closely with the project team to design the site drainage, including an underground detention system, realign an underground concrete utility tunnel, and ensure certain LEED credits were attained.

#### Beecher Terrace Phase I & III

Louisville, KY | Client: McCormack Baron Salazar/Sherman Carter Barnhart

Civil scope included demolition, erosion prevention and sediment control, site, site grading, and site drainage, post-construction stormwater quality, site utility, and landscape plans. CDI also prepared construction documents for sanitary construction per MSD requirements.

#### 4th Street Development

Louisville, KY | Client: GBBN Architects

CDI was selected to provide site design services, as well as surveying services, for this project. CDI responsibilities included 4th Street and Guthrie Street streetscape design, courtyard layout and grading, site drainage design, including an underground detention system, and sanitary sewer re-alignment.

#### George Unseld Early Childhood Center

Louisville, KY | Client: C.L. Anderson Architecture

Responsible for Site Development Plans for a 12-acre site for Jefferson County Public Schools. This included closing existing right of way, designing access roadways for cars and busses to use together safely, parking lots, utilities, drainage design, and obtaining all agency approvals.



## SECTION 3:

# Project Understanding

## Understanding of the Castlewood Park Design Goals

Castlewood Park is a 32 acre community park, located two miles northeast of downtown Lexington. It is one of the oldest parks in Lexington. Amenities at Castlewood Park include an active Community Center, Loudon House historic home, restrooms, sports fields, pastoral lawn, playground, aquatic center and sprayground.

Despite its multifaceted programming, there is very little existing parking – only about 30 spaces for the Loudon House and community center.

Previous studies for the site have included a neighborhood sustainability plan, building assessment for Loudon House and Community Center, and master planning efforts for the overall park site. A draft master plan recommended renovating and upgrading the park's existing amenities to provide ADA access, adding greater tree canopy coverage and other shade systems, adding more naturalized landscape areas, adding a new paved multi-use loop trail and adding more parking.

**Castlewood Park Project Location Map**



The Team must weigh the needs for improvements to park elements, in particular the sports courts and parking to meet current community needs, with the significance of Loudon House (National Register of Historic Places) and the role of the surrounding former estate as communal open space for a neighborhood that grew up around it. This may be a particular point of contention given the role Castlewood plays in providing major programmed and unprogrammed green space in a part of town underserved by areas of community open space.

The scope builds on previous efforts, focusing on improved ADA-compliant vehicular and pedestrian access to park amenities. It also includes redesigning aging sport courts to respond to community feedback regarding a desire for more variety in the types of facilities offered. The Lexington-Fayette Urban County Government hopes to balance preserving valued natural spaces with enhancing access, safety, and security, especially near the picnic shelter and playground.



## SECTION 4:

# Similar Experience

## Recent TSW Project Experience Overview

Parks can play a significant role in connecting communities, while also promoting healthy, recreational activity. TSW has been planning and designing greenways, trails, and parks as part of communities for more than 30 years. Our experience includes a variety of planning and design efforts from urban pocket parks to rural park system plans. Our diverse experience allows us to produce comprehensive plans that guide future connections while focusing on cost, operations and 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

### Lexington Freedom Train

Lexington, KY



The Lexington Freedom Train project honors two local heroes – Lewis and Harriett Hayden – who escaped slavery via the Underground Railroad and went on to become famed abolitionists, helping countless others embark on their own path to freedom. The project, which began as a grassroots initiative, is funded under LexArts and has become a significant element of Lexington's 250th anniversary celebration in 2025.

TSW is developing a conceptual plan for the small plaza space surrounding the sculpture. The site plan carefully considers the Hayden sculpture as a focal point for the plaza, and thoughtfully weaves interpretive/educational components about the legacy of the couple, the history of Lexington that includes the cruel history of slavery, and the stories of the Underground Railroad.

The project also acknowledges the importance of the site within Lexington's East End neighborhood, its adjacency to Lexington Traditional Magnet School, and its place in the history of the community. The site integrates with the adjacent streetscape on Limestone Street and its positioning as a stop on the Legacy Trail.

As part of the design process, TSW is providing cost estimates to coordinate with the client and ensure the project remains within budget.

**CLIENT:** Lexington Freedom Train

**PROJECT STATUS:** Conceptual Design

#### INVOLVED PERSONNEL:

- Bryan Bays, Principal-in-Charge / Lead Landscape Architect
- Samantha Castro, Planner / Local Representative
- Christopher Myers, Planner / Historic Research





## SECTION 4: SIMILAR EXPERIENCE

### East Roswell Park

Roswell, GA

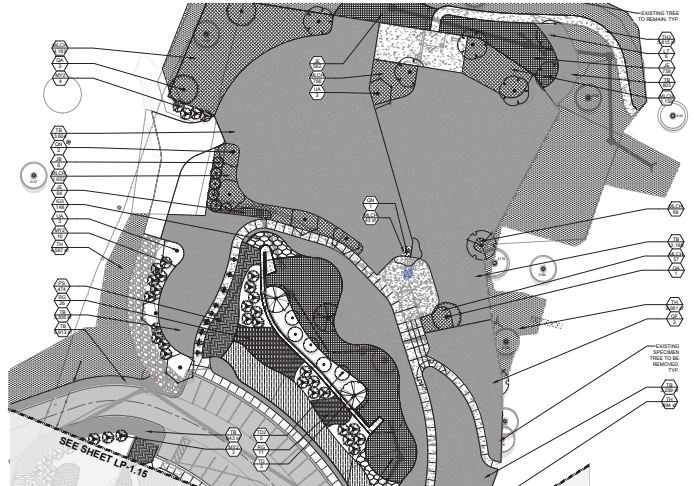


East Roswell Park, a popular 40-acre site, underwent significant renovations following an ADA assessment that identified areas for improvement. TSW was retained by the City of Roswell to lead the design and implementation of upgrades aimed at enhancing accessibility and inclusivity across the park.

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:** City of Roswell, GA

**PROJECT STATUS:** Under Construction

#### INVOLVED PERSONNEL:

- Bryan Bays, Principal-in-Charge / Lead Landscape Architect
- Peyton Peterson, Project Manager / Landscape Architect
- Eloisa De Leon, Landscape Designer





## Bainbridge, GA



- Bryan Bays, Principal-in-Charge / Lead Landscape Architect
- Eloisa De Leon, Landscape Designer





## 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.

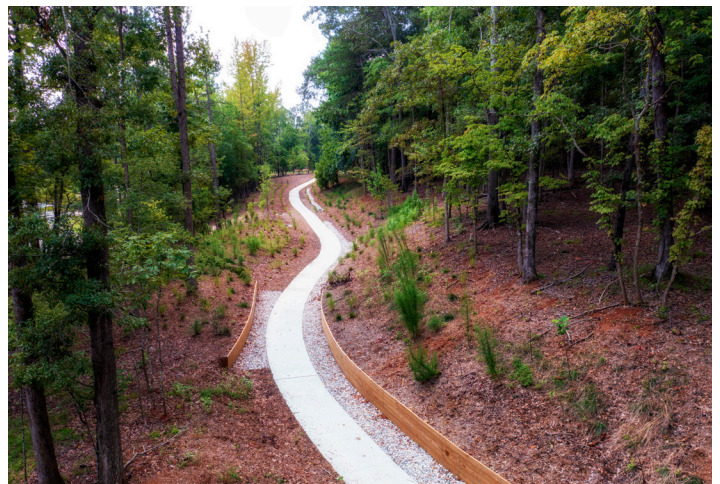
TSW's Architecture Studio completed design and construction documents for the new restroom and pavilion building.

**CLIENT:** Gwinnett County, GA

**PROJECT STATUS:** Completed in 2022

#### INVOLVED PERSONNEL:

- Bryan Bays, Principal-in-Charge / Lead Landscape Architect
- Peyton Peterson, Project Manager / Landscape Architect
- Eloisa De Leon, Landscape Designer





## 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 segment 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, GA

**PROJECT STATUS:** Completed in 2019

#### INVOLVED PERSONNEL:

- Bryan Bays, Principal-in-Charge / Lead Landscape Architect
- Peyton Peterson, Project Manager / Landscape Architect





## SECTION 4: SIMILAR EXPERIENCE

### Veterans Memorial Park

Hawkinsville, GA



TSW was retained to provide full landscape architectural design services for the renovation of the existing Veterans Memorial Park. The park sits on a prominent location across the street from city hall in downtown Hawkinsville, GA, at the end of city's historic main street and overlooking the Ocmulgee River. The scope of work included base mapping and site analysis, initial design and aesthetic recommendations, and construction documents.

Various programmatic elements were added while sensitively preserving the existing veteran's memorial on site. New park program includes a splash pad, pickleball courts, skatepark, dog park, playground, walking loop, formal event lawn, lighting and plants, and public restroom building. One unique challenge to the site was working around the existing Georgia Power utility corridor, which constrained the design options and guided the final plan layout.

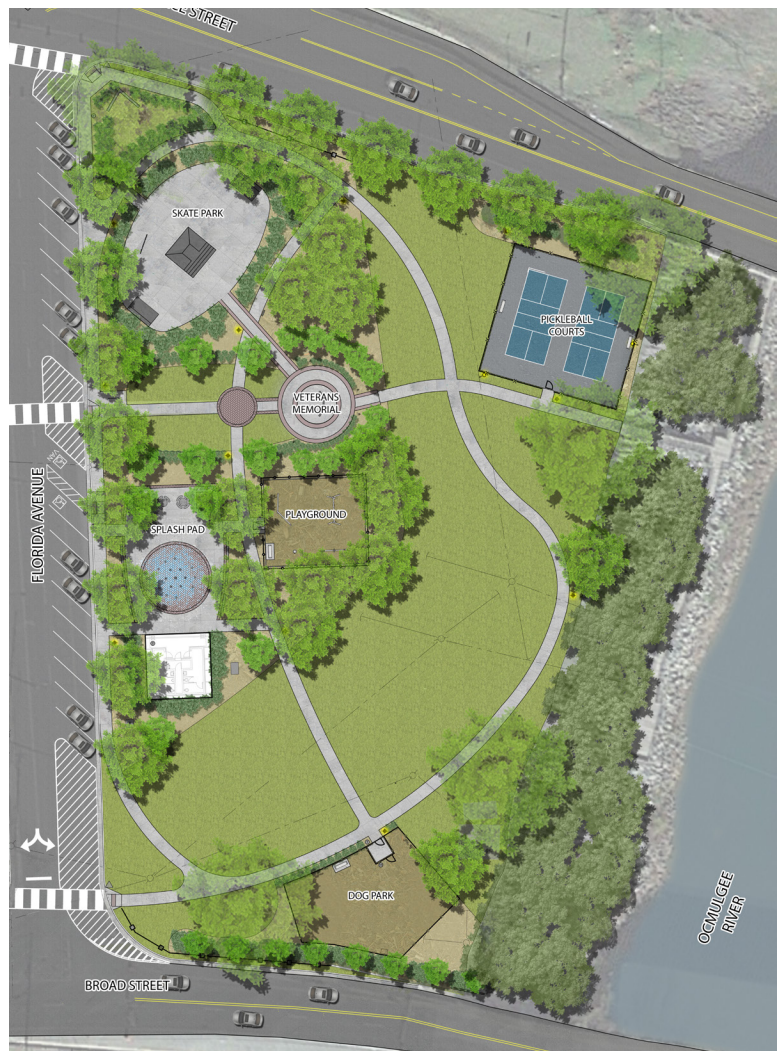
TSW's Architecture Studio completed design and construction documents for the new restroom building.

**CLIENT:** City of Hawkinsville, GA

**PROJECT STATUS:** Completed in 2023

#### INVOLVED PERSONNEL:

- Eloisa De Leon, Landscape Designer



## 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

### INVOLVED PERSONNEL:

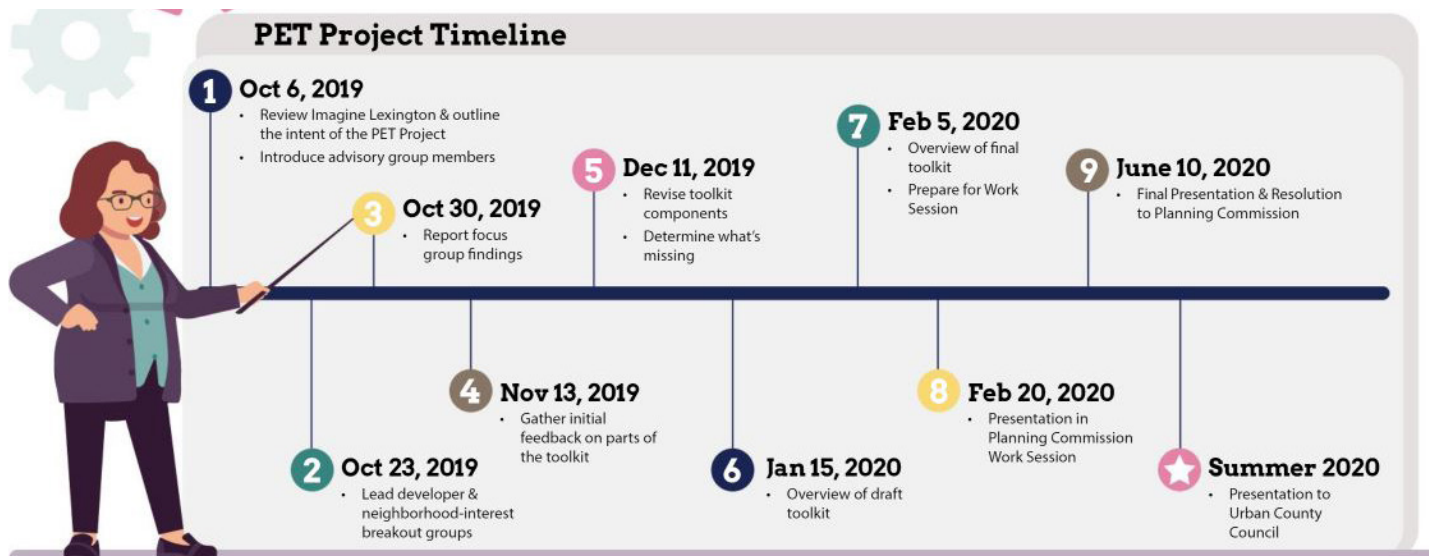
- Samantha Castro, Project Manager and Senior Long Range Planner (while at LFUCG)



Tools for bringing developers & residents together to plan better communities.

imagine  
LEXINGTON

LEXINGTON  
Planning





## SECTION 4: SIMILAR EXPERIENCE

# Lexington-Fayette Urban County Government Urban Growth Master Plan

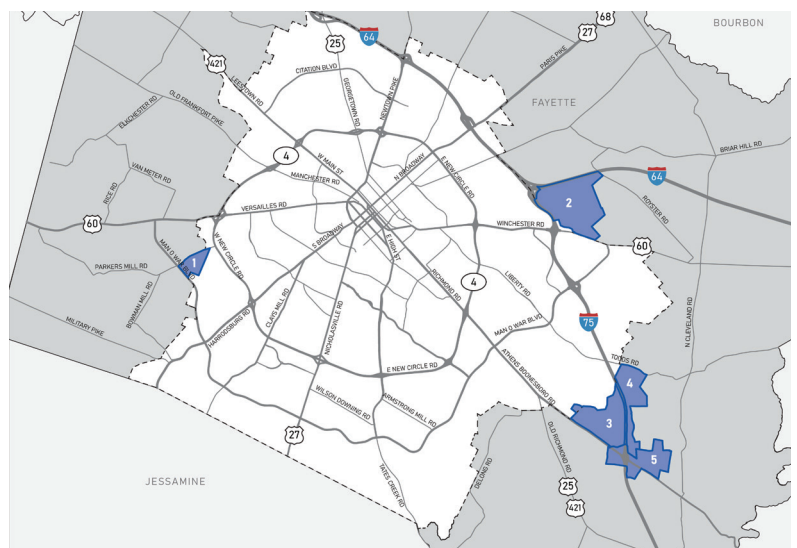
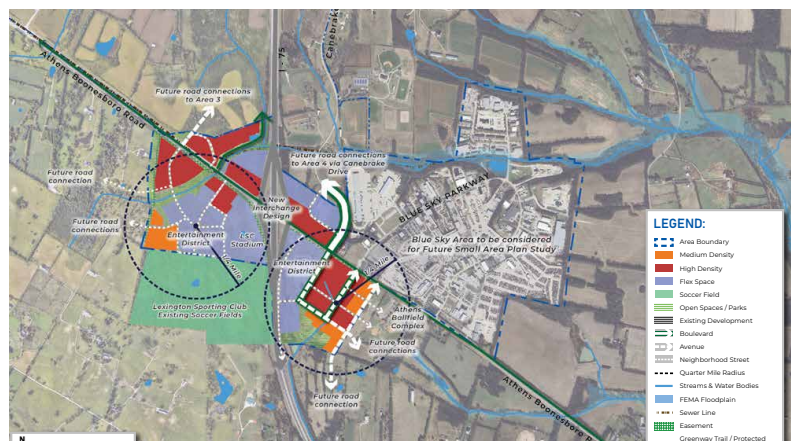
Lexington, KY



TSW was retained by the Lexington-Fayette Urban County Government to lead a multidisciplinary planning process to develop a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The Urban Service Area limits the spread of sprawl, designating what parcels of land can be developed and receive city services like water and sewer, leaving the remainder of the county as rural, natural, or agricultural lands.

The key tasks of the project include:

- Developing Lexington-specific strategies and methods to guide sustainable and equitable development including the identification and recommendation of practices tailored to the unique characteristics and needs of Lexington.
- Developing a sustainable and equitable transportation and land use spatial framework that supports transit and creates walkable and bike-friendly urban centers and residential districts close to goods, services, and employment opportunities.
- Identifying innovative funding mechanisms for public infrastructure and facilities and provide a comprehensive analysis of the costs associated with construction and maintenance.
- Facilitating public engagement and stakeholder outreach to incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.



### INVOLVED PERSONNEL:

- Samantha Castro, Project Manager / Planner
- Christopher Myers, Planner



## SECTION 4: SIMILAR EXPERIENCE



### Owner

Louisville Housing Authority

### Services

Civil Engineering Design  
Land Surveying  
Construction Documents

### Key Personnel

Alex Donenberg, PE

### Project Completion

November 2022

### CDI Fee

\$125,200

## Iroquois Homes Senior Building & Organic Walking Trail | Louisville Housing Authority

CDI is providing professional land surveying and civil engineering services for LMHA's new Iroquois homes Senior Living Development, set to open in 2025. The new apartment building will feature 60 units, more green spaces, including an organic walking trail, integration with the neighboring community, and additional amenities and services such as access to childcare facilities and grocery stores.

The CDI team's scope of work includes a general development plan, utility coordination, construction plans and assistance, land survey, and a sanitary sewer lateral extension.



## SECTION 4: SIMILAR EXPERIENCE



### Owner/Client

St. Louis County Parks

### Contact

Tobi Moriarty

St. Louis County Parks

41 South Central

Clayton, MO 63105

(314) 615-0157

[tmoriarty@stlouiscountymo.gov](mailto:tmoriarty@stlouiscountymo.gov)

### Services

Civil Engineering

Land Surveying

### Key Personnel

John Falk, PE

Sara Andert, PE

Stephen Thole, PE, PLA

Shea Krotz, PE

Philip Grout, PLS

### Project Cost

Various

### Project Schedule

On-Going

## On-Call Park Improvements | St. Louis County, MO

CDI currently maintains a contract for On-Call services for the St. Louis County Parks and Recreation Department. To date, awarded contracts include, but are not limited to, the following facility improvement projects:

- **Simpson Park Trail Relocation** • Rerouting of an existing trail through a stand of mature trees, land surveying.
- **Greensfelder Park Improvements** • Gravel drive reconstruction, new pull off parking and gravel parking lot, gravel walkway.
- **Unincorporated Parking Lot Rehabilitations** • ADA improvements, parking lot resurfacing, a flood study, and a parking addition and expansion.
- **Municipality Parking Lot Rehabilitations** • New culvert installation, accessible parking and route addition.
- **Tilles Park Tennis Court Redesign** • Tennis and pickle ball court replacement, ADA accessible walkways, new retaining wall.
- **Culvert Replacement at West Tyson** • Two new culverts designed to overtop during heavy storm events, design included erosion prevention measures.
- **Kinloch Park Renovations** • Improvements to pavilion, comfort station, splash pad, playground, basketball courts, sidewalks and parking lot.





## SECTION 4: SIMILAR EXPERIENCE



### Owner

University of Kentucky

### Client

BHDP

Alejandro Medina  
302 West Third St. – Suite 500  
Cincinnati, OH, 45202  
[amedina@bhdp.com](mailto:amedina@bhdp.com)

### Services

Topographic Survey

### Key Personnel

Dennis Kononov

### CDI Fee

#39,495.00

## University of Kentucky AG Research 1 | Lexington, KY

Civil Design, Inc. performed a topographic survey for UK AG Research 1 project. The survey involved locating of all existing above ground features within the defined survey limits, as well as all surface utility features, storm structures, gridlines, curbing and parking areas, sidewalks and building structure and all above ground utilities.





## SECTION 4: SIMILAR EXPERIENCE



### Owner

University of Kentucky

### Client

RAM Engineering &  
Construction, Inc.  
William Chilton  
P.O. Box 11549  
Louisville, KY 40251  
[wwchiltoniii@att.com](mailto:wwchiltoniii@att.com)

### Services

Construction Staking

### Key Personnel

Dennis Kononov  
Brian Bewley, PLS

### Project Schedule

Start Date: April 2020  
Completion Date: April 2021

### CDI Fee

\$4,338.00

## University of Kentucky Student Center | Lexington, KY

Civil Design, Inc. performed construction staking for the Student Center on the UK Campus. Survey included layout of the building, staked grid lines. Staked all drainage structures, inlets, curb and sidewalks and parking areas.





# Project Approach

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## Scope of Work

### I. BASE INFORMATION

TSW will evaluate the existing site conditions, review prior studies and conceptual plans, and determine necessary improvements to enhance vehicular and pedestrian access while ensuring compliance with relevant standards. The consultant will develop schematic plans with cost estimates, incorporating any necessary stormwater management measures to support proposed enhancements.

#### Topographic Survey:

The City will provide the consultant with a topographic survey detailing current conditions within the sport court area. Elevation data for the rest of the park will be sourced from GIS data during the conceptual and schematic design phases. Should the project progress to design development and construction documentation, the owner will either supply or arrange for additional critical topographic survey services as required.

#### ***Deliverables:***

1. The design team will compile the base information provided by the Owner into a single composite base map of use in this phase of work.

#### Site Analysis and Parking Audit:

A comprehensive review of existing parking availability, both within the park and on adjacent streets, will be conducted to verify that the required minimum parking is met and appropriately distributed among park amenities. This assessment will include designated ADA parking spaces and their locations. Additionally, pedestrian access from public sidewalks surrounding the park will be analyzed for condition and compliance with accessibility standards.

#### ***Deliverables:***

1. The design team will document existing conditions and inventory current parking by locations and type.
2. The design team will identify existing park elements/facilities and their parking demand by either capacity or code and create a demand table and service radius with a goal of parking demand being met withing a 5 minute walk of the element (500' for ADA parking).
3. Service deficiencies will be noted by element/facility.

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## SECTION 5: PROJECT APPROACH

### II. CONCEPTUAL DESIGN

The Conceptual design phase will apply the preliminary design program, established through interviews with Park Staff and project stakeholders, and inventory and analysis of the park. The goal of this phase of work is to test feasibility of new configurations for the park with the ability to make quick modifications based on feedback.

**2.1.** The conceptual design will use findings from the parking evaluation to assess if current parking is sufficient. If deficiencies are identified, recommendations for additional parking locations will be provided.

**2.2.** The design will establish optimal pedestrian pathway connections, ensuring they meet ADA accessibility standards.

**2.3.** The conceptual phase will include at least two **Conceptual Design Review Meetings** with park staff: an initial kickoff meeting to identify priorities based on current and anticipated park use, and a second meeting to review and discuss proposed concepts.

### III. SCHEMATIC PLANS AND COST ESTIMATE

The schematic plans will advance the concept design in detail, developing the form of the project through preliminary grading and materiality. Schematic plans will be developed in enough detail to provide preliminary construction scoping and cost budgets. This work will include hardscape, landscape, parking, circulation, utility planning, and stormwater requirements.

#### ***Deliverables:***

1. Recommended new parking areas and accessible travel paths for all existing park amenities, incorporating necessary stormwater management measures for proposed impervious surfaces. The plan will also include suggestions for replacing any existing parking or pathways recommended for retention. Cost estimates will be provided for all recommendations.
2. Redevelopment of a small sports court complex featuring tennis, pickleball, futsal, and potentially basketball courts. The plan will include recommendations for parking (if needed), accessible travel routes, and required stormwater mitigation for proposed impervious surfaces. Suggestions for replacing any existing parking or pathways serving this complex will be included, along with cost estimates for all recommendations.
3. Proposed new parking areas and accessible travel routes for a potential expansion of the Community Center, as outlined in the 2017 Fitzsimons Office of Architecture study. The plan will address stormwater mitigation for additional impervious surfaces and suggest replacements for any existing parking or pathways recommended for retention. Cost estimates will be provided for all recommendations.

#### ***Deliverables:***

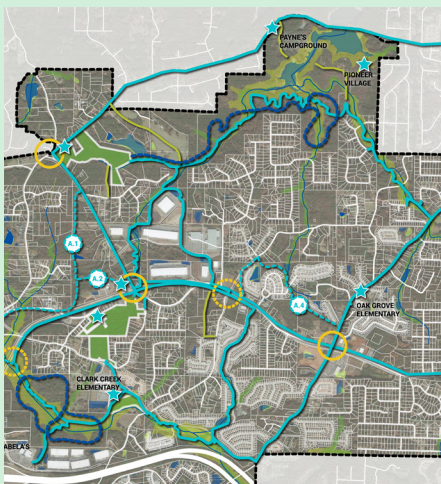
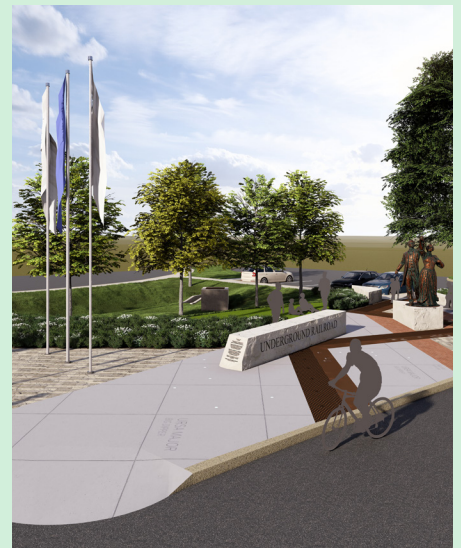
The Schematic Design process will include two meetings to review recommendations and costs.

1. **Schematic Design Review Meeting:** Review of recommendations with Parks and Recreation staff, including all new park elements, outlining what is to remain, but is in need of repair, review costs, and identify any major issues or concerns, particularly related to operations and maintenance.
2. **Community Engagement Workshop:** A public meeting that will include education on previous park planning efforts, an understanding of the identified park needs, a review of design elements, and collecting feedback from the community.



## SECTION 5: PROJECT APPROACH

### Previous Community Engagement Efforts





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## SECTION 5: PROJECT APPROACH

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### Final Deliverables

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

1. Conceptual Design in digital PDF format with up to 2 revisions.
2. Schematic Design over topographic survey in digital AutoCAD (.dwg) format with a color plan rendering. Up to a single revision based on owner feedback.
3. Cost Estimates with each project component in digital Excel (.xlsx) format.

### Meetings and Milestones:

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.

- Project kick-off (1 meeting)
- Conceptual design review meeting (2 meeting)
- Schematic design review meeting (1 meeting)
- Community engagement (1 workshop)

#### (OPTIONAL ADD SERVICE)

- Pop-Ups (2-3 meetings) To help develop more recommendations specific to the needs of the park users and maximize participation, TSW will meet residents and visitors where they are. A pop-up event can be done as a stand-alone event or as part of an existing City-sponsored event (festivals, farmer's markets, parades, etc). The TSW Team will work in collaboration with City staff to determine the best date/event to host the pop-up(s).

SECTION 5: PROJECT APPROACH

Project Schedule

The TSW Team has prepared a 5-month project schedule that will complete the Castlewood Park Design, assuming project kick-off in mid-March 2025, as laid out in the RFP.

Task	Milestone	March			April			May			June			July					
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
I: Base Information																			
Kick Off Meeting	15-Mar																		
Survey + Base Mapping																			
Site Analysis + Parking Audit																			
II: Conceptual Design																			
Conceptual Design Meeting #1 with Park Staff	15-Apr																		
Concept Plan																			
Conceptual Design Meeting #2 with Park Staff	7-May																		
Optional Pop-Ups (qty. 2-3)	15-May																		
III: Schematic Plan and Cost Estimate																			
Schematic Plan + Cost Estimate																			
Schematic Plan Meeting with Park Staff	7-Jul																		
Community Meeting	15-Jul																		

SECTION 6:

# Cost Proposal

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

TASK	DESCRIPTION	TOTAL
I	Base Information	\$7,500
II	Conceptual Design	\$12,400
III	Schematic Design and Cost Estimate	\$17,000
TOTAL:		\$36,900

## Optional Tasks

\*Optional engagement opportunities are available as discussed at the end of the Conceptual Design phase..

DESCRIPTION	TOTAL
Pop-ups	\$5,000

- The following are a list of assumptions to reach the above estimated fee:
1. Owner will provide all base mapping materials in DWG.
  2. Meetings beyond those specifically listed will be charged on an hourly basis with prior approval.
  3. Schedule is dependent on timely reviews by owner with 1 week turnaround.



SECTION 6:

Hourly Rates

TSW

▪ Bryan Bays, Principal-in-Charge / Landscape Architect	\$230
▪ Brandon Sutton, Project Manager / Landscape Architect	\$135
▪ Samantha Castro, Lexington Office Lead / Community Planner	\$140
▪ Peyton Peterson, Senior Park Designer	\$130
▪ Eloisa De Leon, Park Designer	\$95
▪ Christopher Myers	\$135

CDI, Inc.

▪ John Falk / Engineer	\$240
▪ Sara Andert / Engineer	\$180
▪ Alex Donenberg / Engineer	\$180

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APPENDIX:

# Required Forms

Firm Submitting Proposal: Tunnell-Spangler-Walsh & Associates 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

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## APPENDIX: REQUIRED 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 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."

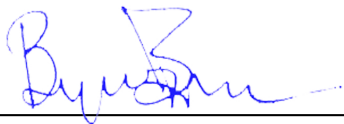
**Continued on next page**



## APPENDIX: REQUIRED FORMS

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

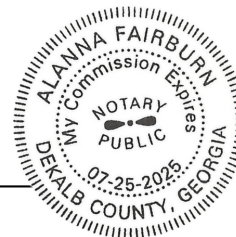
by Bryan Bays, Principal on this the 19th day

of February, 2025

My Commission expires: July 25, 2025



NOTARY PUBLIC, STATE AT LARGE



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## APPENDIX: REQUIRED 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 illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination



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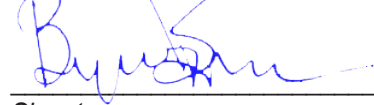
## APPENDIX: **REQUIRED FORMS**

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  
d/b/a TSW**

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

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## APPENDIX: **REQUIRED 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.

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## APPENDIX: **REQUIRED 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



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## APPENDIX: REQUIRED 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.

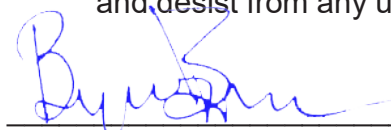
13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated 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

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## APPENDIX: **REQUIRED 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

**February 19, 2025**

\_\_\_\_\_  
Date

## APPENDIX: REQUIRED FORMS



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).

<b>PRODUCER</b> Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939 Wilmington, DE 19807		<b>CONTACT NAME:</b> Carol Bourdon <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> cbourdon@wscins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> CNA	
		<b>INSURER B :</b> HARTFORD INSURANCE COMPANY	
		<b>INSURER C :</b> CONTINENTAL CASUALTY	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**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"/> PRO-JECT <input type="checkbox"/> LOC 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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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"/> OTH-ER 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

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

ACORD 25 (2016/03)

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RFP: #3-2025 / DUE: FEBRUARY 24, 2025

# TSW Team Proposal Lexington-Fayette Urban County Government Castlewood Park Design Services

for Vehicular and Pedestrian  
Access and Sport Court  
Redevelopment 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](mailto:scastro@tsw-design.com)

Web: [www.tsw-design.com](http://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

February 19, 2025

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 Castlewood Park Design Services for Vehicular and Pedestrian Access and Sport Court Redevelopment Design effort.

For this project, we have included **Civil Design, Inc.**, a certified Women's Business Enterprise, that is certified by the Commonwealth of Kentucky and Kentucky Transportation Cabinet, and numerous other programs, to meet the DBE goal.

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 # 3-2025

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. <b>Civil Design, Inc.</b> <b>9400 Bunsen Parkway</b> <b>Suite 150</b> <b>Louisville, KY 40220</b>	<b>WBE</b>	<b>Civil Engineering</b>	\$6,500	17.6%
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**  
**d/b/a TSW**

**Company**

**February 19, 2025**

**Date**

**Company Representative**

**Principal**

**Title**

## SECTION 1: AFFIRMATIVE ACTION PLAN



# LEXINGTON

### LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 3-2025

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

February 19, 2025

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 &amp; Associates d/b/a TSW</u>	Date:	<u>February 19, 2025</u>
Project Name:	<u>Castlewood Park Design Services</u>	Project Number:	<u>3-2025</u>
Contact Name:	<u>Samantha Castro</u>	Telephone:	<u>859.317.5585</u>
Email:	<u>scaastro@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.**

**Partners for Economic Solutions, Contente Consulting, Shear Structural, J&A Engineering Sycamore Consulting, Stability Engineering, Grice and Associates, Toole Design**

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

Yes ☒ No ☐

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## 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.

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## 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.**

**Civil Design, Inc. – contacted via email contacted February 11, 2025  
about teaming and proposal materials.**

**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.**

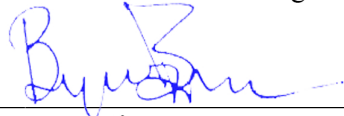


SECTION 1: **AFFIRMATIVE ACTION PLAN**

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**  
**d/b/a TSW**

\_\_\_\_\_  
**Company**  
**February 19, 2025**  
**Date**

  
\_\_\_\_\_  
**Bryan Bays**  
**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](http://www.atlantaga.gov)

Andre Dickens  
Mayor

OFFICE OF CONTRACT COMPLIANCE

Bruce T. Bell  
Interim Director

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



Andy Beshear  
GOVERNOR

### TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 40601

Jim Gray  
SECRETARY

December 5, 2024

Vicki LaRose, President  
CIVIL DESIGN, INC.  
9400 Bunsen Parkway, Suite 150  
Louisville, KY 40220

Subject: Annual DBE Certification Review – 2024

Dear Ms. LaRose:

Thank you for submitting your Disadvantaged Business Enterprise annual review paperwork. We have received all of the documents necessary, and after a thorough review, do not have any questions or concerns at this time.

Therefore, CIVIL DESIGN, INC. continues to meet the eligibility criteria for DBE Certification pursuant to U.S. Department of Transportation, 49 C.F.R. Part 26.

You must submit a signed Annual "Declaration of Eligibility" on your review date each year, along with the required supporting documents in your notice. Failure to do so may result in removal of your firm from our DBE program.

Should you have any questions, please feel free to contact the Small Business Development Branch at 502-564-3601 or 1-800-928-3079.

Sincerely,

A handwritten signature in blue ink that reads "Megan Tillman".

Megan Tillman  
Program Coordinator  
Office for Civil Rights & Small Business Development

cc: DBE File

Certified Mail # 7020 3160 0001 7735 0163



## SECTION 2: CURRENT WORK FORCE ANALYSIS FORM

### WORKFORCE ANALYSIS FORM

Name of Organization: Tunnell-Spangler-Walsh & Associates 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	36	11	11		2	3	1			2	6					16	20
Superintendents																	
Supervisors	9	5	2		1								1			5	4
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	47	16	15		3	3	1			2	6		1			21	26

Prepared by: Rebekah Calvert, Marketing Mgr Date: 2 / 14 / 25

(Name and Title)

Revised 2015-Dec-15

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### SECTION 3: **ADDITIONAL FORMS**

Firm Submitting Proposal: **Tunnell-Spangler-Walsh & Associates 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**

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## 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 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."

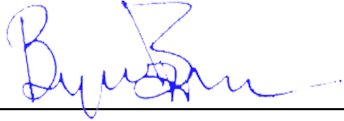
**Continued on next page**



### 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

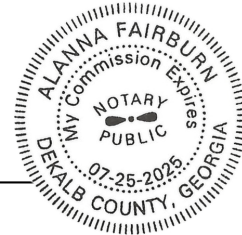
by Bryan Bays, Principal on this the 19th day

of February, 2025

My Commission expires: July 25, 2025



NOTARY PUBLIC, STATE AT LARGE



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## 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 illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

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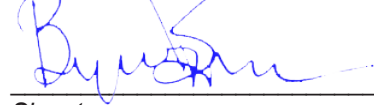
### SECTION 3: **ADDITIONAL FORMS**

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  
d/b/a TSW**

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

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## 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.



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## 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

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## 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.

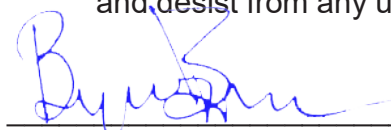
13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated 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

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### 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

**February 19, 2025**

\_\_\_\_\_  
Date

