

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, October 21, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda**II. Requested Rezoning/ Docket Approval****III. Approval of Summary**

- a [1009-25](#) Table of Motions: Council Work Session, October 14, 2025

Attachments: [TOM 101425](#)

IV. Budget Amendments**V. Budget Adjustments - For Information Only****VI. New Business****VII. Communications From the Mayor - Appointments****VIII. Communications From the Mayor - Donations****IX. Communications From the Mayor - Procurements****X. Continuing Business/ Presentations**

- a [1000-25](#) Neighborhood Development Funds, October 21, 2025

Attachments: [NDF List 10.21.25](#)

- b [1002-25](#) Council Capital Projects, October 21, 2025

Attachments: [Capital List 10.21.25](#)

- c [1011-25](#) Summary: Budget, Finance, and Economic Development Committee, September 16, 2025

Attachments: [9-16-25 Meeting Summary](#)

- d [1004-25](#) Summary (partial): Social Services and Public Safety, October 14, 2025

Attachments: [10.14.25 ssps partial summary 10.21 WS](#)

- e [1005-25](#) Presentation: Lextran Microtransit Feasibility Update

Attachments: [Lextran LFUCG Council 10.21.25](#)

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

- a **0974-25** Authorization to approve an agreement with the University of Kentucky, Kentucky Transportation Center to perform a street sweeping route optimization program to evaluate and enhance the efficiency of LFUCG's street sweeping operations and routing procedures. Deliverables will include route maps, lists of roads associated with each route, and supporting GIS data. At a cost of \$60,000. Funds are budgeted. (L0974-25)(Albright)
- Attachments:** [BLUESHEET - MEMO - UK Street Sweeping Study](#)
 [Services Agreement KTC-LFUCG Street Sweeping Optimization](#)
 [SOLE SOURCE - FILLABLE - 04-22-25](#)
- b **0982-25** Authorization to execute a one-year Security Services Agreement with Metropolitan Security Services, Inc., d/b/a Walden Security, pursuant to RFP #27-2025, for supplemental unarmed contract private security services required outside of normal security responsibilities. At a cost of \$140,265. Funds are budgeted. (L0982-25)(Armstrong)
- Attachments:** [Walden Security - Blue Sheet Memo](#)
 [RFP Pkg 27-2025 Unarmed Security Services](#)
 [Walden Security - Security Services Agreement](#)
- c **0985-25** Authorization to increase purchase order LF00214844 to Clark Dietz for additional professional services on LFUCG Deer Haven Park Development. The increased amount is \$9,500.00 bringing the new purchase order total to \$45,250.00. Funds are budgeted. (L0985-25)(Conrad/Ford)
- Attachments:** [Deer Haven Park Development Change Order #1 Memo Updated - Signed](#)
 [Deer Haven Park Development Change Order #1](#)
- d **0993-25** Authorization to enter into an Agreement with Horizon Performance, LLC for the purchase of Recruit Firefighter Training and Assessment Software and Consultation Services for the Division of Fire and Emergency Services for the period of November 1, 2025 through December 31, 2026. At a cost of \$35,470. Funds are budgeted. (L0993-25)(Wells/Armstrong)
- Attachments:** [Blue Sheet Memo - Horizon Performance \(005\)](#)
 [Horizon Performance LLC Proposal - Signed](#)
 [Sole Source - Horizon Performance](#)
- e **0997-25** Authorization to execute Change Order No.7 with Tekton

Construction LLC. to repair damage to the maintenance building due to vandalism and complete the additional building components required by building inspection as part of construction contract 97-2023. The increased amount is \$80,016.00, bringing the new contract total to \$1,388,895.03. Funds are budgeted. (L0997-25) (Conrad/Ford)

Attachments: [26 - Blue Sheet Memo Cardinal Run change order #7](#)
[10032025 Percent Change -Previous Change Orders](#)
[Tekton Quotes](#)
[Cardinal Run change order spreadsheet](#)

- f** **0999-25** Authorization to install up to four (4) speed tables on Eastway Drive between Hough Court and Hollyhill Drive in Council District 10 at a cost of \$20,000. Funds are budgeted. (L0999-25)(Neal/Albright)

Attachments: [Eastway Drive Memo 0999-25.pdf](#)
[Eastway Drive Ballot Results 2025.10.13.pdf](#)

- g** **1003-25** Authorization to enter into an agreement with Gordian & Prodigy Building Solutions, LLC pursuant to Sourcewell contract KY-R3-RW-102924-PBS to make capital repairs along the Town Branch Commons trail including bollard replacement, various sidewalk repairs, karst embankment repairs, and tree well improvements. At a cost of \$204,016.91. Funds are budgeted. (L1003-25)(Peachner/Scott)

Attachments: [BSMemo Gordian Prodigy Sourcewell Contract 2025](#)
[143886.00 City of Lexington - Various Downtown Repairs - REVISED PHASE](#)



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1009-25

File ID: 1009-25

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/17/2025

File Name: Table of Motions: Council Work Session, October 14,
2025

Final Action:

Title: Table of Motions: Council Work Session, October 14, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 101425

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 1009-25

Title

Table of Motions: Council Work Session, October 14, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
October 14, 2025

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Higgins-Hord, Hale, Beasley, Baxter, Sevigny, and Boone were present. Council Member Reynolds was absent.

- I. Public Comment – Issues on Agenda
- II. Requested Rezoning/Docket Approval

Motion by Sheehan to place on the October 14, 2025 Work Session Agenda under new item (f) in Continuing Business, the approval of an Ordinance amending section 12-2(c) and 12-5 of the Code of Ordinances, related to graffiti, the reduction of time between citations in the calculation of subsequent civil penalties, and the assessment of administrative costs involved with inspections in an amount not to exceed \$250.00. Seconded by Ellinger II. Motion passed without dissent.

- III. Approval of Summary

Motion by Wu to approve the October 7, 2025 Table of Motions. Seconded by Curtis. Motion passed without dissent.

- IV. Budget Amendments
- V. Budget Adjustments – For Information Only
- VI. New Business

Motion by Baxter to approve New Business. Seconded by Sheehan. Motion passed without dissent.

- VII. Communications from the Mayor- Appointments
- VIII. Communications from the Mayor- Donations
- IX. Communications from the Mayor- Procurements
- X. Continuing Business/Presentations

Motion by Wu to approve Council Capital Projects. Seconded by Hale. Motion passed without dissent.

Baxter, SSPS Vice Chair, provided summaries of the August 26, 2025 Social Services and Public Safety Committee Meeting and the August 26, 2025 Special Social Services and Public Safety Committee Meeting.

Motion by Sheehan to amend the Ordinance amending section 12-2(c) and 12-5 of the Code of Ordinances related to graffiti, the reduction of time between citations in the calculation of subsequent civil penalties, and the assessment of administrative costs involved with inspections in an amount not to exceed \$250.00, currently in Continuing Business, to remove the amendments to Section 12-2(c) which would have added graffiti as a public nuisance, health hazard, or source of filth. Seconded by Baxter. Motion passed without dissent.

Motion by Sheehan to place on the docket for first reading at the October 23, 2025 Council Meeting, an Ordinance amending section 12-2(c) and 12-5 of the Code of Ordinances related to graffiti, the reduction of time between citations in the calculation of subsequent civil penalties, and the assessment of administrative costs involved with inspections in an amount not to exceed \$250.00, to remove the amendments to Section 12-2(c) which would have added graffiti as a public nuisance, health hazard, or source of filth. Seconded by Morton. Motion passed without dissent.

XI. Council Reports

Motion by Brown to make the October 21, 2025 Budget, Finance, and Economic Development Committee Meeting, scheduled at 1:00 p.m., a Budget Committee of the Whole. Seconded by Curtis. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1000-25

File ID: 1000-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/15/2025

File Name: NDF List 10/21/25

Final Action:

Title: Neighborhood Development Funds, October 21, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: NDF List 10.21.25

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 1000-25

Title

Neighborhood Development Funds, October 21, 2025

..Summary

Organization:

Paul Laurence Dunbar Swim Team Boosters

Rebekah Boyd

2101 Mangrove Dr.

Lexington, KY 40513

Purpose:

To assist in covering the cost of their team rental fees

Amount:

\$ 500.00

Organization:

Friends of the Lexington Senior Centers

Kristy Stambaugh
195 Life Lane
Lexington, KY 40502

Purpose:

For Great Friends GALA to offset costs associated with the event and for the Benevolent program to provide basic needs like emergency food for low-income senior adults

Amount:

\$ 800.00

Organization:

Fairways at Lakeside Community Association
Robin Gall
3693 Park Pointe Dr.
Lexington, KY 40509

Purpose:

For a community ice cream social being held at Jacobson Park

Amount:

\$ 500.00

Organization:

Wyndham Meadows Homeowners Association
Kevin Bailey
3805 Aria Lane
Lexington, KY 40514

Purpose:

For annual landscaping maintenance and utilities for the neighborhood entrance sign and medians

Amount:

\$ 1,000.00

Organization:

TAR Syndrome Association
Jylan Ross
1142 Oak Hill Dr.
Lexington, KY 40505

Purpose:

To sponsor a commemorative tree at the Lexington Legends Stadium to raise awareness

Amount:

\$ 650.00

Organization:

Lexington Fisher House Foundation
Susan Murray
PO Box 54481
Lexington, KY 40555

Purpose:

For the Veterans VA5K

Amount:

\$ 1,300.00

Organization:

Artistic Hands Shaping A New Society
Deborah Hodge
PO Box 12475
Lexington, KY 40583

Purpose:

For venue rental for the "Instrument of Change" event

Amount:

\$ 825.00

Organization:

Friends of the Arts School
400 Lafayette Pkwy
Lexington, KY 40503
Venecia Proctor

Purpose:

For the young artist festival designed to foster community, provide exposure, and cultivate a deeper appreciation for the arts

Amount:

\$ 1,200.00

Organization:

Southland Association
261 Rosemont Garden
Lexington, KY 40503

Seth Murphy

Purpose:

For the Southland Street Fair - funds will be used to cover the cost of road closure and security

Amount:

\$ 3,850.00

Organization:

Faulkner Morgan Archive

519 Chinoe Rd.

Lexington, KY 40502

Josh Porter

Purpose:

To fund the creation and installation of a mural that will become the first piece of permanent public art celebrating the life and legacy of Kentucky artist Henry Faulkner

Amount:

\$ 2,650.00

Organization:

Paul Laurence Dunbar High School Cheerleaders

2205 Silktree Ct.

Lexington, KY 40513

Sarah Shields

Purpose:

To assist with costs to attend a national cheerleading competition in Orlando, Florida

Amount:

\$ 575.00

Organization:

Joyland Neighborhood Association

689 Kingston Rd.

Lexington, KY 40505

Josie Giurgevich Jones

Purpose:

To cover the cost of food for two neighborhood events

Amount:

\$ 2,450.00

Organization:

Kentucky State University National Alumni Association
4910 Carriage Pass Place
Louisville, KY 40299
Barry Johnson

Purpose:

To support the permanent alumni scholarship fund

Amount:

\$ 850.00

Organization:

Mobile Mission Experience
838 E. High St. Ste. #298
Lexington, KY 40502
Natalie Mims

Purpose:

To support the third annual Thanksgiving basket giveaway for single mothers and families

Amount:

\$ 750.00

Organization:

Pralltown Neighborhood Association
174 Colfax St.
Lexington, KY 40508
Teresa Forbes

Purpose:

For community events to be held in November and December - funds will be used for decorations and meals

Amount:

\$ 600.00

**Neighborhood Development Funds
October 21, 2025
Work Session**

Amount	Recipient	Purpose
\$ 500.00	Paul Laurence Dunbar Swim Team Boosters Rebekah Boyd 2101 Mangrove Dr. Lexington, KY 40513	To assist in covering the cost of their team rental fees
\$ 800.00	Friends of the Lexington Senior Centers Kristy Stambaugh 195 Life Lane Lexington, KY 40502	For Great Friends GALA to offset costs associated with the event and for the Benevolent program to provide basic needs like emergency food for low-income
\$ 500.00	Fairways at Lakeside Community Association Robin Gall 3693 Park Pointe Dr. Lexington, KY 40509	For a community ice cream social being held at Jacobson Park
\$ 1,000.00	Wyndham Meadows Homeowners Association Kevin Bailey 3805 Aria Lane Lexington, KY 40514	For annual landscaping maintenance and utilities for the neighborhood entrance sign and medians
\$ 650.00	TAR Syndrome Association Jylan Ross 1142 Oak Hill Dr. Lexington, KY 40505	To sponsor a commemorative tree at the Lexington Legends Stadium to raise awareness
\$ 1,300.00	Lexington Fisher House Foundation Susan Murray PO Box 54481 Lexington, KY 40555	For the Veterans VA5K
\$ 825.00	Artistic Hands Shaping A New Society Deborah Hodge PO Box 12475 Lexington, KY 40583	For venue rental for the "Instrument of Change" event
\$ 1,200.00	Friends of the Arts School 400 Lafayette Pkwy Lexington, KY 40503 Venecia Proctor	For the young artist festival designed to foster community, provide exposure, and cultivate a deeper appreciation for the arts
\$ 3,850.00	Southland Association 261 Rosemont Garden Lexington, KY 40503 Seth Murphy	For the Southland Street Fair - funds will be used to cover the cost of road closure and security
\$ 2,650.00	Faulkner Morgan Archive 519 Chinoe Rd. Lexington, KY 40502 Josh Porter	To fund the creation and installation of a mural that will become the first piece of permanent public art celebrating the life and legacy of Kentucky artist Henry

**Neighborhood Development Funds
October 21, 2025
Work Session**

Amount	Recipient	Purpose
\$ 575.00	Paul Laurence Dunbar High School Cheerleaders Sarah Shields 2205 Silktree Ct. Lexington, KY 40513	To assist with costs to attend a national cheerleading competition in Orlando, Florida
\$ 2,450.00	Joyland Neighborhood Association Josie Giurgevich Jones 689 Kingston Rd. Lexington, KY 40505	To cover the cost of food for two neighborhood events
\$ 850.00	Kentucky State University National Alumni Association Barry Johnson 4910 Carriage Pass Place Louisville, KY 40299	To support the permanent alumni scholarship fund
\$ 750.00	Mobile Mission Experience Natalie Mims 838 E. High St. Ste. #298 Lexington, KY 40502	To support the third annual Thanksgiving basket giveaway for single mothers and families
\$ 600.00	Pralltown Neighborhood Association Teresa Forbes 174 Colfax St. Lexington, KY 40508	For community events to be held in November and December - funds will be used for decorations and meals



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1002-25

File ID: 1002-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/15/2025

File Name: Capital List 10/21/25

Final Action:

Title: Council Capital Projects, October 21, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: Capital List 10.21.25

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 1002-25

Title

Council Capital Projects, October 21, 2025

..Summary

Organization:

LexArts c/o Bridge Initiative

Maya McCutchen

1105-121001-0001-71102

Purpose:

To LexArts to purchase production equipment for the Bridge Initiative

Amount:

\$ 5,684.99

Organization:

LFUCG - Engineering

Doug Burton

1105-303202-3251-78201

Purpose:

For the 10% match to KYTC to connect the sidewalk gap on Old Todds Rd. between Caden Ln. and Palumbo Dr.

Amount:

\$ 53,500.00

**Council Capital Projects
October 21, 2025
Work Session**

Amount	Recipient	Purpose
\$ 5,684.99	LexArts c/o Bridge Initiative Maya McCutchen 1105-121001-0001-71102	To LexArts to purchase production equipment for the Bridge Initiative
\$ 53,500.00	LFUCG - Engineering Doug Burton 1105-303202-3251-78201	For the 10% match to KYTC to connect the sidewalk gap on Old Todds Rd. between Caden Ln. and Palumbo Dr.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1011-25

File ID: 1011-25

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/17/2025

File Name: Summary: Budget, Finance, and Economic
Development Committee, September 16, 2025

Final Action:

Title: Summary: Budget, Finance, and Economic Development Committee, September 16,
2025

Notes:

Sponsors:

Enactment Date:

Attachments: 9-16-25 Meeting Summary

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 1011-25

Title

Summary: Budget, Finance, and Economic Development Committee, September 16, 2025



Budget, Finance & Economic Development Committee

September 16, 2025

Summary and Motions

Chair James Brown called the meeting to order at 1:02 p.m. Vice Mayor Dan Wu and Council Members Chuck Ellinger, Shayla Lynch, Hannah LeGris, Lisa Higgins-Hord, Whitney Baxter, and Jennifer Reynolds were in attendance. Committee Members Liz Sheehan and Dave Sevigny were absent. Council Members Tyler Morton and Amy Beasley were also present as non-voting members.

I. Approval of August 19, 2025 Committee Summary

A motion by Baxter to approve the August 19, 2025, Committee Summary, seconded by Ellinger, the motion passed without dissent.

II. Monthly Financial Update – August 2025

Commissioner Hensley and Director Holbrook presented the monthly financials. Revenue collections at the end of August show a negative 2.9% variance in actuals compared to the FY26 budget, with a difference of \$2.1 million. Revenue has a positive 2.4% variance when comparing FY25 to FY26. Expenses have a positive variance of 8.9% when comparing the budget to actuals. Comparing FY25 to FY26, expenses have a positive 6% variance. Nearly half of the total operating variance is in Public Safety departments. It falls under budgeted accounts expected to be expended within the operating year for items like software fees, vehicle repairs and maintenance, equipment purchases, and medical contracts. No action was taken on this item.

III. Lexington JOBS Fund Annual Update

Troy Black, Administrative Specialist, presented the annual Jobs Fund Update. The Lexington Jobs Fund was created by ordinance 153-2013 in December 2013 to increase competitiveness in attracting businesses, growing existing businesses, and creating and retaining jobs in Lexington. The Jobs Fund provides incentive funding to businesses in the form of loans and forgivable loans.

The current report on the jobs fund includes 31 awards, 22 of which are active. 321 jobs have been committed, and 295 jobs have been created. The expected average wage is \$33.60, and the actual average wage is \$35.99. Jobs fund incentives awarded a little over \$4 million, with \$17.8 million committed in new payroll, resulting in a \$4.3 to \$1 return on investment based on payroll created to incentive dollar. There is currently \$1.6 million in Jobs funding available for reward. No action was taken on this item.

IV. Economic Development Partners Annual Update

Amy Glasscock, Director of Business Engagement, presented the Economic Development Partners Annual Update. The current economic development partners are Commerce Lexington, Community Ventures, and Jubilee Jobs of Lexington. These agencies assist Lexington in job recruitment and retention by working with small businesses, entrepreneurs, and global trade, while also enhancing and enriching the quality of place.

Commerce Lexington works on new business development and job creation, existing business retention and expansion program, and community and minority business development. Community Ventures focuses on small business owner connections and networking, entrepreneurial growth and start-up assistance, and the development of minority- and women-owned businesses. Jubilee Jobs of Lexington assists in coordinating the connection of individuals with the WORK Lexington program, hosting WORK Lexington orientations, providing client assistance, and engaging employers. No action was taken on this item.

V. Workforce Development Partners Annual Update

The Annual Workforce Development Partners update was given by Amy Glasscock, Director of Business Engagement. LFUCG has partnered with economic and workforce development agencies to provide services that create jobs and grow payroll, influence growth and tax base enhancement, and enhance the community's economic well-being. Current workforce partners are the Building Institute of Central Kentucky, Child Care Council of Kentucky, Community Action Council, IEC of the Bluegrass, Jubilee Jobs of Lexington, the Kable Academy, Lexington Rescue Mission, and Stable Recovery.

The Davis Park Workforce Center has been open since January 27, 2025. This center offers job search and application assistance, hosts career and community resource fairs, holds weekly WORK Ready Wednesdays' programming, and makes referrals to employers and community partners. The goal of the Lexington Workforce collaborative is to be a resource to ensure all job seekers and employers receive the best services possible. No action was taken on this item.

VI. Local Impact Due to Federal Policy – Nonprofits

Danielle Clore, Executive Director and CEO of the Kentucky Nonprofit Network, presented on the federal policy impacting Lexington nonprofits. The Kentucky Nonprofit Network is made up of over 1,180 member organizations, with over 300 organizations serving Lexington. In the Bluegrass region, there are 3,337 registered charitable nonprofits, including 877 with paid employees. There are 26,055 jobs at nonprofits totaling over \$1.48 billion in annual wages and \$5.37 billion in annual expenditures benefiting Kentucky's economy.

The Lexington Nonprofit Coalition serves 1,026,159 constituents annually and provides \$642 million in annual payroll and other expenditures contributing to the Lexington economy. The Lexington Nonprofit Coalition generates \$676 million in annual revenue, with 74% coming from program revenue, such as fees for service and government grants and contracts, 20% from

contributed revenue, like donations and bequests, and 6% from other revenue, like investment income.

On the federal level, there have been over 53 Executive Orders filed impacting nonprofits' ability to serve their constituents. These orders pertain to federal grant freezes, political appointee requirements, prohibiting grants for specific purposes, termination of grants without discretion, charitable giving provisions, and rescission packages. The federal administration has proposed \$163 billion in budget cuts into initiatives like FEMA, SAMHSA, EPA, fair housing, refugees, heating assistance, community development block grants, rental assistance, AmeriCorps, and more.

For every \$1 Kentuckians pay in federal taxes, the state receives \$3.35 in federal funds. Kentucky ranks 2nd among states most dependent on federal funds, which accounts for roughly 46% of the state's revenue. As a result of these federal policy actions and their impact on nonprofits, potential effects on the City of Lexington include unmet constituent needs, increased demand for services, nonprofits seeking more funding from the city, layoffs and spending reductions, and a decrease in the city's payroll tax income. Sixty-six percent of Kentucky nonprofits face potential loss of government funding, putting Kentuckians at risk. Government sources account for 33% of annual revenue for Kentucky nonprofits. No action was taken on this item.

VII. Adjournment

A motion by Brown to adjourn at 2:32pm, seconded by Ellinger, the motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1004-25

File ID: 1004-25

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/16/2025

File Name: Summary (partial): Social Services and Public Safety,
October 14, 2025

Final Action:

Title: Summary (partial): Social Services and Public Safety, October 14, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: 10.14.25_ssps partial summary_10.21 WS

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 1004-25

Title

Summary (partial): Social Services and Public Safety, October 14, 2025



Social Services and Public Safety (SSPS) Committee

October 14, 2025

Summary and Motions (Partial)

Chair Jennifer Reynolds called the meeting to order at 1:00 p.m. Committee Members Vice Mayor Dan Wu, Council Members Chuck Ellinger II, Tyler Morton, Shayla Lynch, Lisa Higgins-Hord, Joseph Hale, Amy Beasley, Whitney Elliott Baxter, and Hilary Boone were present. Council Members James Brown, Emma Curtis, Liz Sheehan, and Dave Sevigny were present as non-voting members.

Recovery Residences (Sober Living Homes)

Michael Cravens, Managing Attorney in the Law Department, provided a summary of proposed amendments to the Revised Draft Ordinance for Recovery Residences (also known as Sober Living Homes). The Fair Housing Act and the Americans with Disabilities Act protect persons from discrimination when enacting any ordinance. Those in recovery from substance abuse disorders generally qualify as disabled persons, which prohibits the use of regulations in a way that would discriminate against the disabled.

The proposed draft ordinance will adopt state law requirements for recovery residences. Minor amendments were made for clarification and to clean up language. The ordinance includes a 6-month amnesty period following the Council's passage for operators to get into compliance. The ordinance will require operators to obtain a Recovery Residence License and provide proof of certification to LFUCG. Other key changes include an occupancy limit that aligns with the Zoning Ordinance, an enforcement scheme, and a rehousing section/notification requirement. The proposed ordinance does not regulate recovery residences differently in terms of land use, as this is a residential use and should be treated like other residential uses.

Motion by Morton to approve an Ordinance amending the Code of Ordinances of the Lexington-Fayette Urban County Government to adopt state law requirements for certification of recovery residences and regulations for the licensing of recovery residence operators, including enforcement regarding the same. Seconded By Ellinger. Motion passed without dissent.

Motion by Morton to suspend the rules and have this reported out at the Work Session on October 14, 2025. Seconded by Lynch. Motion passed without dissent.

The full summary of the October 14, 2025 Committee meeting will be reported to the Council at the Work Session on January 13, 2026.

KJT 10.15.25



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1005-25

File ID: 1005-25

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/16/2025

File Name: Lextran Microtransit Feasibility Study

Final Action:

Title: Presentation: Lextran Microtransit Feasibility Study

Notes:

Sponsors:

Enactment Date:

Attachments: Lextran LFUCG Council 10.21.25

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 1005-25

Title

Presentation: Lextran Microtransit Feasibility Study

Lextran Microtransit Feasibility Update

Presented to the Lexington-Fayette Urban
County Council

Fred Combs, AICP
General Manager



WE SERVE
PEOPLE
AND OUR
COMMUNITY
WITH MOBILITY
SOLUTIONS.



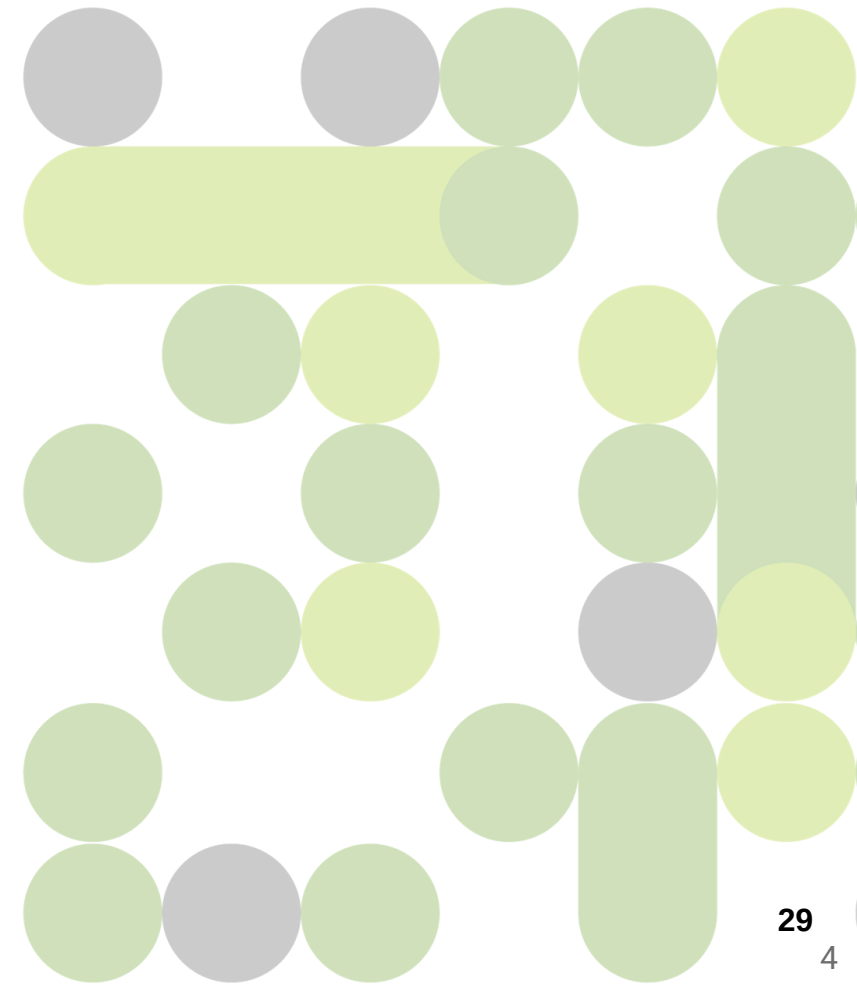
Outline

- Progress toward Microtransit in Lexington
- Microtransit Feasibility Study Outcomes
 - Community & Market Insights
 - Cost & Scale
 - Zone Results
- Next Steps and Implementation



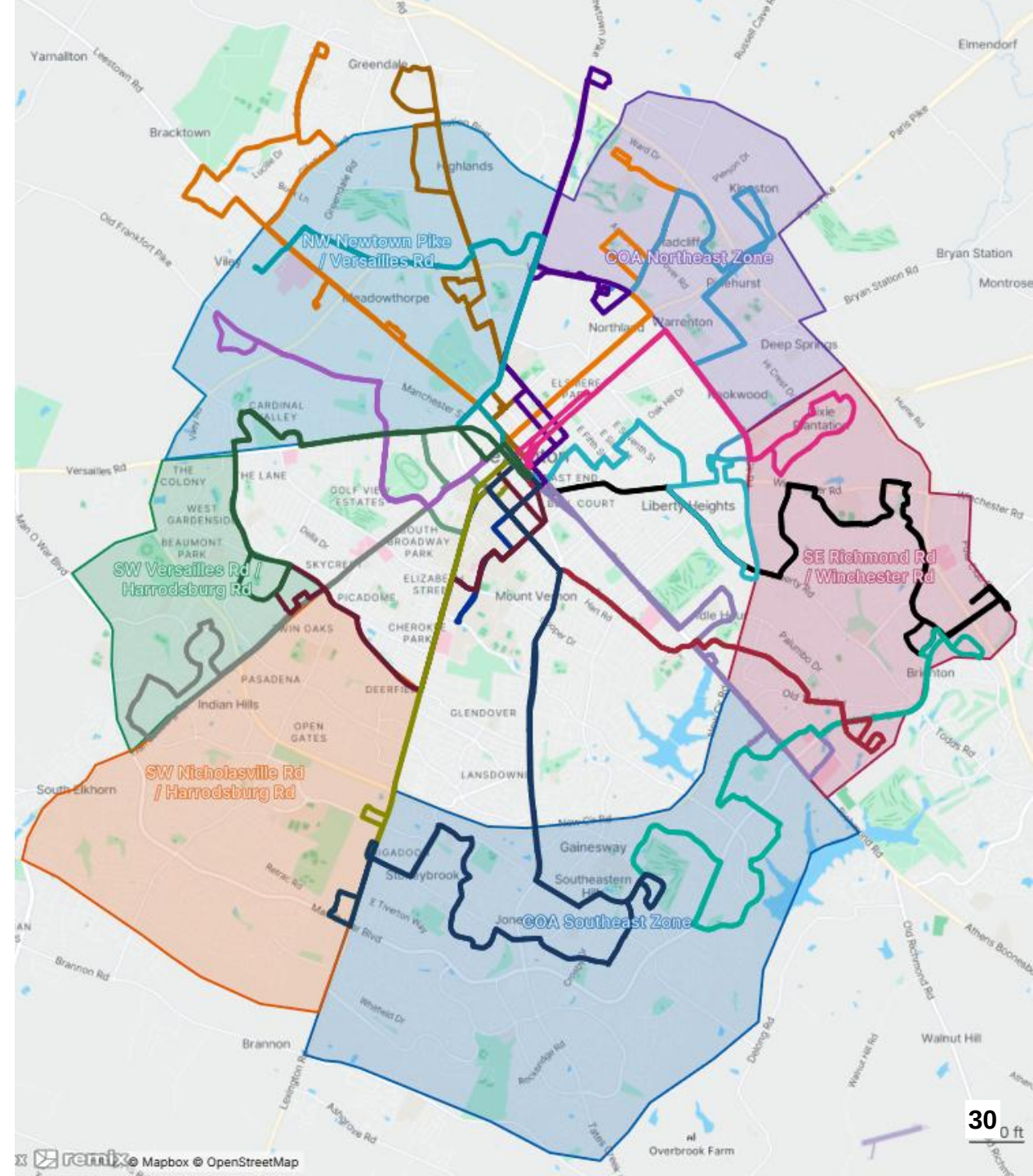
Progress toward Microtransit in Lexington

- Comprehensive Operations Analysis 2021-2022
 - Mobility On-Demand Action Plan
 - Conceptual Analysis of On-Demand Feasibility
- Community Conversations
- Microtransit Feasibility Study 2024-2025
 - Existing Conditions and Market Analysis
 - Case Studies
 - Community Engagement
 - Pilot Recommendations
 - Development of cost estimates, ridership projections, policy options
 - Creation of pilot zones



Microtransit Feasibility Study

- Community Insights & Market Analysis
 - Cautious openness to microtransit, paired with a strong desire to maintain and strengthen fixed-route service.
 - Composite demand index was used to estimate microtransit demand in Lexington.
- Implementation Priorities
 - Start small and protect quality
 - Phase expansion
 - Right-size resources
 - Fund realistically
 - Educate broad community



Microtransit Feasibility Study

Cost & Scale

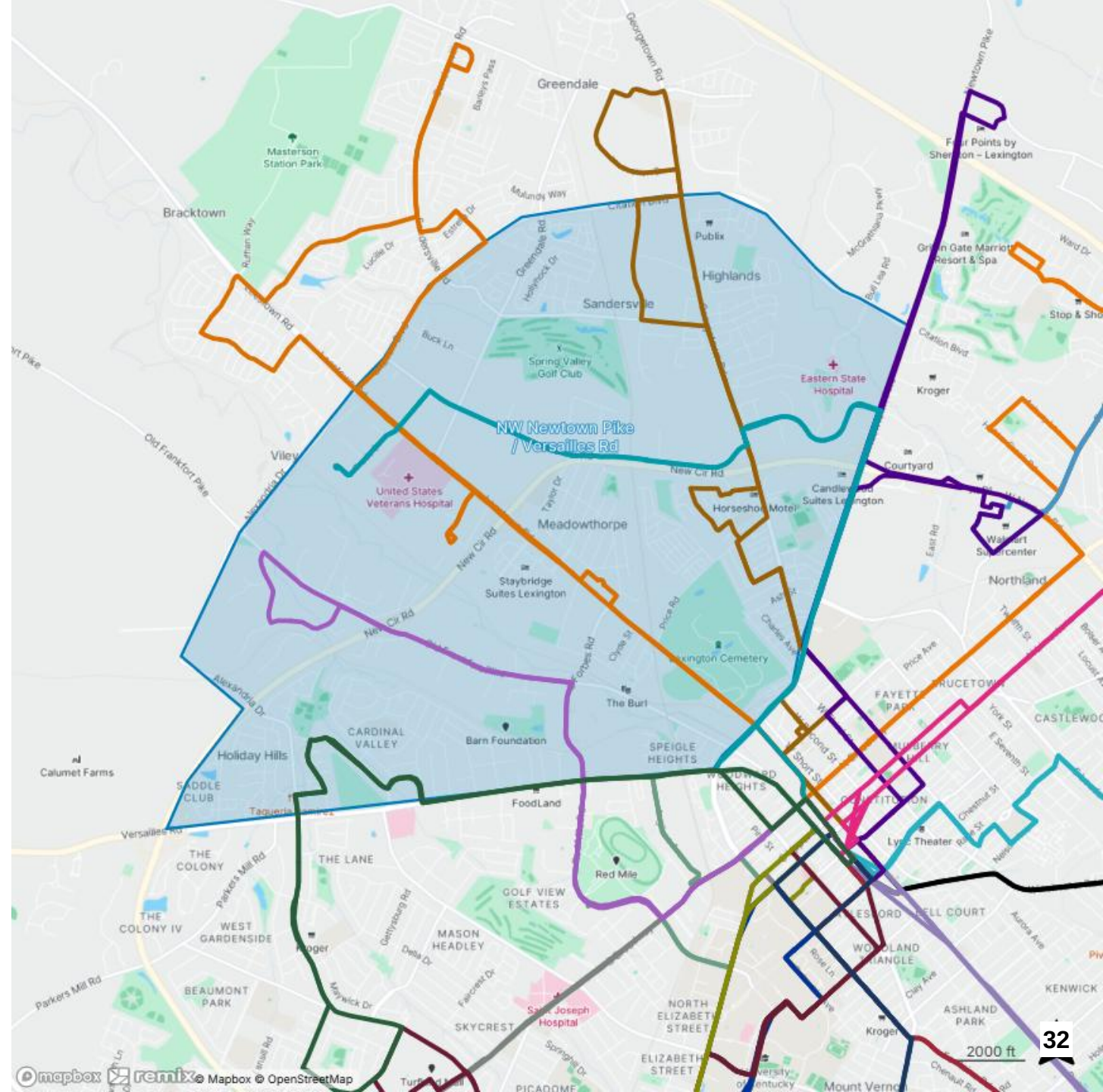
Metric	Zone 1 Northwest	Zone 2 Northeast	Zone 3 East	Zone 4 Southeast	Zone 5 Southwest	Zone 6 West	Zone Average
Zone Size (Sq Miles)	9.9	6.8	7.9	16.5	10.7	6.5	9.7
Peak Vehicles	2	2	3	4	3	2	2.7
Annual Ridership	21,372	13,208	20,748	43,940	35,100	16,900	25,211
Riders per Hour	2.1	1.3	1.5	2.3	2.5	1.9	1.9
Cost per Passenger	\$54.66	\$88.45	\$72.97	\$45.47	\$43.14	\$60.94	\$60.94
Annual Operating Costs	\$1,168,240	\$1,168,240	\$1,514,040	\$1,998,160	\$1,514,040	\$1,029,920	\$1,398,773
Total Weighted Score	27.6	20.6	18.6	19.5	19.8	26.1	22

- Total for all zones was estimated to be approximately \$8.4 million per year and 16 vehicles in peak service. Total ridership per year was estimated at 151,000 trips.
- Zone 1 - Northwest was estimated at a cost per passenger of \$54.66 (about \$95 per hour) and was recommended as the pilot area.

Microtransit Feasibility Study Zone Recommendation

Northwest Newtown Pike / Versailles Rd zone presents strong potential for success and cost effectiveness for a pilot zone.

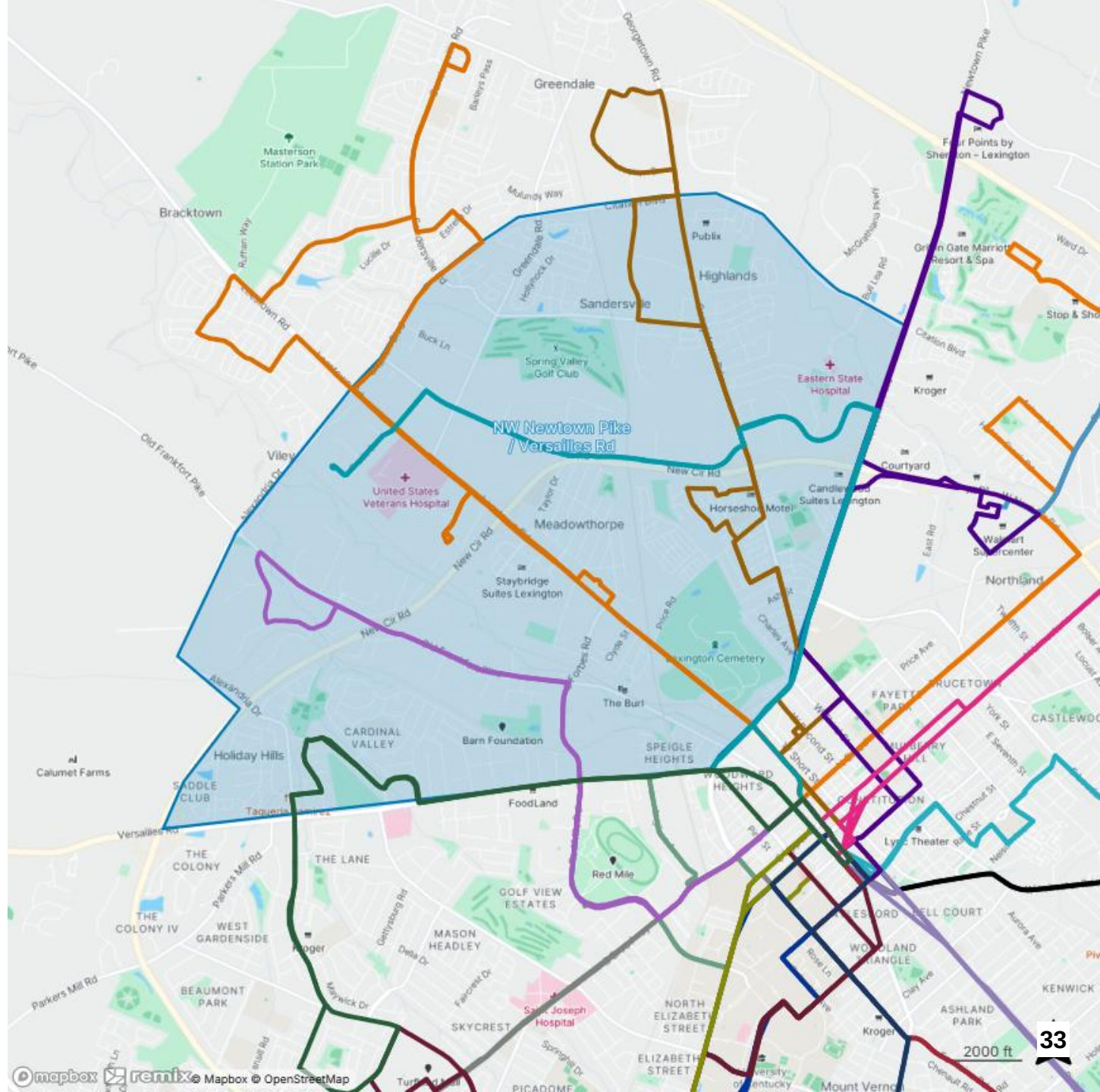
- Economic opportunity – high concentration of jobs
- Healthcare access – service to VA hospital, Eastern State Hospital, and busiest dialysis clinic served on Wheels
- Demographically varied, high transit dependent population, large number of paratransit origins & destinations
- Strong anchor with central Route 12 - Leestown Road; and Route 8 - Versailles Road and Route 4 - Newtown Pike bordering the zone
- Area of growth in Lexington



Microtransit Feasibility Study Service Recommendations

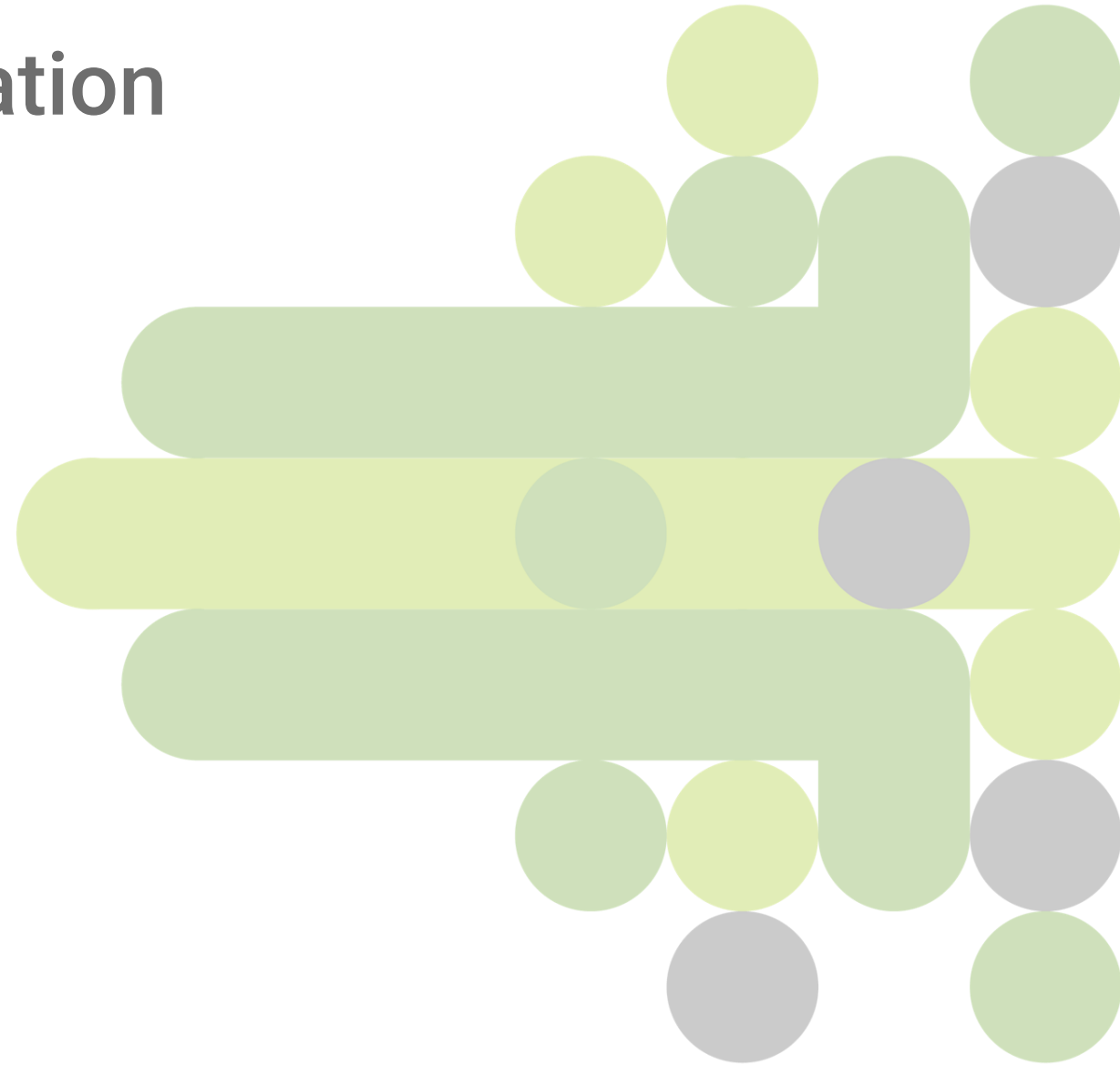
- Service hours 6 a.m. to 8 p.m.
- On-demand trip scheduling
- Anywhere-to-anywhere model
- Two vehicle-operation
- Fare estimate: \$3.00 per trip – free transfers to fixed-route

All recommendations, particularly those related to fares, are contingent upon approval by the Lextran Board of Directors. The formal request for proposals process will guide and finalize specific service parameters.



Next Steps and Implementation

- Planning and Preparation
 - Finalize Service Design
 - Select Delivery Model (Turnkey or in-house)
 - Secure funding
 - Develop procurement documents
- Procurement and Setup
 - Acquire necessary services
 - Coordinate marketing and IT to launch app
- Pilot Launch
- Program Evaluation and Adjustment
- Program Optimization and Long-Term Planning





Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0927-23

File ID: 0927-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 09/07/2023

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0927-23



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0974-25

File ID: 0974-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Environmental
Quality

File Created: 10/06/2025

File Name: UK STREET SWEEPER STUDY

Final Action:

Title: Authorization to approve an agreement with the University of Kentucky, Kentucky Transportation Center to perform a street sweeping route optimization program to evaluate and enhance the efficiency of LFUCG's street sweeping operations and routing procedures. Deliverables will include route maps, lists of roads associated with each route, and supporting GIS data. At a cost of \$60,000. Funds are budgeted. (L0974-25)(Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: BLUESHEET - MEMO - UK Street Sweeping Study, Services Agreement KTC-LFUCG Street Sweeping Optimization, SOLE SOURCE - FILLABLE - 04-22-25

Enactment Number:

Deed #:

Hearing Date:

Drafter: RYAN WADE

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0974-25

Title

Authorization to approve an agreement with the University of Kentucky, Kentucky Transportation Center to perform a street sweeping route optimization program to evaluate and enhance the efficiency of LFUCG's street sweeping operations and routing procedures. Deliverables will include route maps, lists of roads associated with each route, and supporting GIS data. At a cost of \$60,000. Funds are budgeted. (L0974-25)(Albright)

Summary

Authorization to approve an agreement with the University of Kentucky, Kentucky Transportation Center to perform a street sweeping route optimization program to evaluate

and enhance the efficiency of LFUCG's street sweeping operations and routing procedures. Deliverables will include route maps, lists of roads associated with each route, and supporting GIS data. At a cost of \$60,000. Funds are budgeted. (L0974-25)(Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1115-313101-3101-71299

This Fiscal Year Impact: \$60,000.00

Annual Impact: \$ N/A

Project:

Activity:

Budget Reference:

Current Balance: \$60,000.00



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

FROM: 
**RYAN WADE M.S., SHRM-CP
ADMINISTRATIVE OFFICER
ENVIRONMENTAL QUALITY & PUBLIC WORKS**

DATE: October 6, 2025

SUBJECT: Street Sweeping Route Optimization

Request: Council authorization to have University of Kentucky, Kentucky Transportation Center perform a street sweeping route optimization program for LFUCG street sweeping operation.

Purpose of Request: The purpose of this program is to evaluate and enhance the efficiency of the LFUCG current street sweeping operations and routing procedures. The program will deliver route maps, lists of roads associated to each route, and supporting GIS data. This information will enable LFUCG to maximize the operational effectiveness and routing capabilities of its street sweeping program.

What is the cost in this budget year and future budget years? \$60,000, No Future Budget Impact

Are the funds budgeted? Yes, 1115-313101-3101-71299

File Number: 0974-25

Director/Commissioner: Albright





University of Kentucky
Kentucky Transportation Center
Room 176 Raymond Bldg.
Lexington, KY 40506
P: 859-257-7504
www.uky.edu

To: Richard Dugas
Environmental Quality and Public Works Department Commissioner's Office
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY. 40507

September 22, 2025

RE: Proposal for Lexington Street Sweeping Route Optimization.

Dear Mr. Dugas,

The Kentucky Transportation Center (KTC) proposes to assist the Lexington-Fayette Urban County Government (LFUCG) in meeting roadway maintenance challenges by developing an optimized system of routes for the city's street sweeping program. A network model of roads and paths involved in the street sweeping program will be created using Geographic Information Systems (GIS) software packages. Model outputs will be used to develop key performance measures pertaining to time and distance associated with each route. Optimization of the system will include identifying the appropriate number of trucks needed and developing specific daily truck routes that fulfill the program requirements. Initial results will be provided to LFUCG for review, and the resulting feedback will be used to develop the final results.

This proposal includes the following services listed below and will be in accordance with KTC's Standard Services Agreement.

- 1) Collect street sweeping program data and compile into GIS database.
- 2) Develop network model of roads in street sweeping program using ArcGIS Pro / Network Analyst toolsets.
- 3) Develop street sweeping model parameters and constraints.
- 4) Initial assessment of optimal number of vehicles needed to perform street sweeping according to the constraints. Initial deliverable includes calculations for the following metrics:
 - a. Total distance associated with the street sweeping program, including road lane miles, bike lane miles, and any other pathways included in the program.

- b. Determine what frequency of service can be achieved based on current resources.
 - c. Determine resources required to achieve targeted frequency of service.
 - d. Determine at what intervals in "Lane miles" or other metric before current service levels have to be decreased or additional resources are needed to maintain current levels.
- 5) Preliminary route development.
 - 6) Elicit feedback from LFUCG on initial proposed routes.
 - 7) Route revisions based upon feedback from LFUCG.
 - 8) Final results and deliverables. Final deliverables include route maps, lists of roads associated with each route, and supporting GIS data.

It is anticipated that the time frame for the delivery of these services is through June 30, 2026.

The proposed timeline for these services is as follows:

Task	2025			2026					
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1									
2									
3									
4									
5									
6									
7									
8									

We propose to perform these services at a cost of \$58,559.

Salaries	\$ 51,232
Expenses - Travel	\$ 50
KTC Admin Cost (17%)	\$ 8,718
Total Cost	\$ 60,000

We sincerely thank you for the opportunity to serve the LFUCG. In the event that you accept our proposal, please sign below and return one signed copy back to KTC.

Sincerely,
Benjamin Blandford, PhD
Kentucky Transportation Center

Authorized Representative of LFUCG: _____

Date: _____

Standard Service Agreement

GOAL: Our goal is to produce an optimized model of street sweeping routes for LFUCG.

EXPLANATION OF PROCESS: Route optimization will be performed by building a network model of LFUCG street sweeping routes using available ArcGIS tools and platforms. Performance measures will be developed through the model to track optimization according to appropriate criteria, such as time and optimal number of needed trucks.

LIMITATIONS: The quality of our model will be limited by the accuracy and robustness of data we are able to obtain from LFUCG pertaining to the existing street sweeping fleet, facilities, and roadway network.

FINDINGS: Our findings are only an interpretation of how best to optimize the street sweeping routes used by LFUCG. The results of the optimized network model will be presented to LFUCG and the decision of how to proceed with the findings will ultimately be that of LFUCG.

DISCLAIMER: Our analysis will be based on our interpretation of the data collected and is provided solely for illustration and informational purposes. We do not warrant that our services, the data collected, or the resulting analysis will be free from errors or defects or that any such errors or defects will be corrected by us.

STANDARD OF CARE: The standard of care for all services provided will be the degree of care and skill ordinarily exercised by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT: Statements for services will be submitted at KTC's option either upon completion of work or on a monthly basis. Statements will be e-mailed to the Client at the address on the Proposal and will be due net 30 unless otherwise stated in the accompanying proposal. Payments are to be made not later than 30 days following the date of the invoice. If payment is not so made, interest will be due on the amount of the statement at the rate of one and one-half percent (1.5%) per month from the date of the statement until the same is paid.



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name _____ Division/Dept _____

Phone _____ Email _____

Type of Purchase: Goods/Materials/Equipment Services

Cost: \$ _____

Sole Source Request for the Purchase of:

One Time Purchase

To Establish Sole Source Provider Contract

(Subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name _____

Contact Name _____

Address _____

Phone _____ Email _____

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**

2. **Below are eligible reasons for sole source. Check one and describe.**

Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

Uniqueness of the service. Describe.

The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. **Attach documentation from manufacturer** to confirm that only one dealer provides the product.



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Question #2 continued

Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

Used item with bargain price (describe what a new item would cost). Describe.

Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

3. Describe efforts to find other vendors or consultants (i.e. phone, inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

4. How was the price offered determined to be fair and reasonable?
(Explain what the basis was for comparison and include cost analyses as applicable.)

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0982-25

File ID: 0982-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Public Safety
Administration

File Created: 10/08/2025

File Name: Purchase of Security Services Agreement with
Walden Security

Final Action:

Title: Authorization to execute a one-year Security Services Agreement with Metropolitan Security Services, Inc., d/b/a Walden Security, pursuant to RFP #27-2025, for supplemental unarmed contract private security services required outside of normal security responsibilities. At a cost of \$140,265. Funds are budgeted. (L0982-25)(Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Walden Security - Blue Sheet Memo, RFP Pkg
27-2025 Unarmed Security Services, Walden
Security - Security Services Agreement

Enactment Number:

Deed #:

Hearing Date:

Drafter: Sandra Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0982-25

Title

Authorization to execute a one-year Security Services Agreement with Metropolitan Security Services, Inc., d/b/a Walden Security, pursuant to RFP #27-2025, for supplemental unarmed contract private security services required outside of normal security responsibilities. At a cost of \$140,265. Funds are budgeted. (L0982-25)(Armstrong)

Summary

Authorization to execute a one-year Security Services Agreement with Metropolitan Security Services, Inc., d/b/a Walden Security, pursuant to RFP #27-2025, for supplemental unarmed contract private security services required outside of normal security responsibilities. At a cost of \$140,265. Funds are budgeted. (L0982-25)(Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Scott Jones 10/03/2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-707103-0001-71253

This Fiscal Year Impact: \$140,265.00

Annual Impact: Unknown

Project:

Activity:

Budget Reference:

Current Balance: \$140,265.00



TO: Linda Gorton, Mayor
Urban County Council

FROM: Kenneth Armstrong, Commissioner
Department of Public Safety

DATE: October 8, 2025

SUBJECT: Request to Execute Security Services Agreement with Walden Security

Request Authorization to execute a one-year Security Services Agreement with Metropolitan Security Services, Inc., d/b/a Walden Security for supplemental unarmed contract private security services required outside of normal security responsibilities.

The agreement shall continue for a period of one (1) year unless sooner terminated by either party at any time on thirty (30) days prior written notice. Unless either party notifies the other party within thirty (30) days from the initial expiration date, the Agreement shall automatically be renewed, subject to appropriations being made in future fiscal years, for additional terms of one (1) year.

Why are you requesting?

Department needs this action completed because: Supplemental security services are required outside of normal security responsibilities.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$140,265

The cost for future FY is: Unknown

Are the funds budgeted?

The funds are budgeted.

Account number: 1101-707103-0001-71253



File Number: 0982-25

Director/Commissioner: Kenneth Armstrong, Department of Public Safety





Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #27-2025 Unarmed Security Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **August 29, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Estimated Cost of Services. 25 Points
2. Specialized experienced and technical competence of the person or firm with the type of service required. 25 Points
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 15 Points
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 25 Points
5. Familiarity with the details of the project. 10 Points

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

Questions regarding this RFP shall be addressed through:
<https://lexingtonky.ionwave.net>

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women’s Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSSDC)

U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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.				
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.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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.					
2.					
3.					
4.					

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

Company

Company Representative

Date

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

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

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

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.

 Click or tap here to enter text. 

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

Yes ☐ No ☐

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.

- ☐ 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.

 Click or tap here to enter text. 

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.

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

Company

Date

Company Representative

Title

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance

programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

RFP 27-2025

Unarmed Security Services

1. Introduction and Purpose

The Lexington-Fayette Urban County Government (LFUCG) solicits sealed proposals from qualified contractors to provide professional unarmed security guard services at designated LFUCG facilities. The purpose of this Master Agreement is to ensure a safe and secure environment through access control, monitoring, patrolling, incident response, and enforcement of facility rules. All services must comply with the applicable federal, state, and local laws, and Occupational Safety and Health Administration (OSHA) standards.

2. Scope of Work

The Contractor shall provide all labor, uniforms, equipment, supervision, and training necessary to deliver unarmed security services at LFUCG facilities. Services include, but are not limited to:

- **Access Control:** Monitor entrances/exits, verify photo IDs, and manage visitor registration per LFUCG procedures.
- **Patrols:** Conduct routine interior and exterior patrols, including scheduled and unscheduled rounds, to identify and report security or safety hazards (e.g., unlocked doors, fire hazards, or unauthorized individuals).
- **Incident Response and Reporting:** Respond to emergencies, document incidents within 24 hours, and notify LFUCG representatives and/or law enforcement as required.
- **Public Interaction:** Assist visitors with directions and information, maintaining a professional and courteous demeanor.
- **Rule Enforcement:** Enforce LFUCG facility rules, policies, and procedures as outlined in the agency's procedure and duty manual.
- **Communication:** Maintain constant communication with LFUCG staff and contractor supervisors via two-way radios, cell phones, or other approved devices.
- **Emergency Duties:** Act as floor warden during emergencies (e.g., fire or severe weather) and participate in LFUCG emergency exercises.

The Contractor shall ensure all personnel are trained in accordance with Kentucky state requirements for unarmed security guards and any additional LFUCG-specific training, such as conflict de-escalation, first aid/CPR, and report writing.

3. Minimum Contractor Requirements

- **Licensing and Insurance:** Must be licensed to operate a security services business in Kentucky and provide proof of general liability insurance, workers' compensation, and other required coverage as specified by LFUCG.

- **Experience:** Must have at least five (5) years of experience providing unarmed security services, with an established office and personnel available 24/7.
- **References:** Provide references from at least three (3) clients for whom similar services have been provided within the last five (5) years, including experience at large, secure facilities with sensitive materials.
- **Background Checks:** All personnel must pass a criminal background check through the Kentucky Administrative Office of the Courts (AOC) at the Contractor's expense. Personnel with prior out-of-state residency require a nationwide background check. Copies of all background check results must be provided to LFUCG.
- **Compliance:** Adhere to all requirements of the LFUCG Purchasing Manual and applicable federal, state, and local laws.

4. Personnel Standards

- **Qualifications:**
 - Must be a U.S. citizen and at least 21 years of age.
 - Must possess a high school diploma or GED.
 - Must fluently read, speak, and understand English, with intermediate written English skills for preparing detailed reports and forms.
 - Must have no felony convictions or disqualifying misdemeanor convictions.
- **Training and Certifications:**
 - Personnel must complete training in conflict de-escalation, emergency response, first aid/CPR, and report writing.
 - Additional certifications (e.g., valid Kentucky driver's license, FEMA, AED, or School Resource Officer training) may be required by LFUCG. Copies of all certifications must be provided and maintained current.
- **Appearance and Conduct:**
 - Maintain a professional appearance and demeanor at all times, wearing LFUCG-approved uniforms that are clean, pressed, and well-maintained (minimum of three pairs of shirts and pants per guard).
 - Prohibited from accepting gratuities, engaging in personal activities (e.g., texting, personal calls), or allowing unauthorized use of keys or ID badges.
 - Must follow LFUCG's key control and ID badge systems, reporting any loss immediately with a detailed written report within 24 hours.

5. Equipment Requirements

The Contractor shall provide all necessary equipment, including:

- Two-way radios or cell phones for constant communication.
- Flashlights with batteries.
- Report forms, logs, and incident documentation tools.
- Safety equipment as required by OSHA and LFUCG.

All equipment must be maintained in good working condition and meet LFUCG standards.

6. Hours of Coverage and Staffing

- **Schedule:** Coverage may include:
 - Regular work hours (Monday–Sunday, as determined by LFUCG facility operations).
 - After-hours (Monday–Sunday, outside regular operating times).
 - Weekend hours (Saturday–Sunday, potentially 12-hour shifts).
 - Holiday hours (state-approved holidays).
 - Emergency/overtime hours (as needed for special events or unforeseen circumstances).
- **Flexibility:** Contractor must accommodate varying schedules based on LFUCG operational needs, including additional personnel or hours for special activities or functions. Exact schedules will be specified in the awarded contract.
- **Staffing Continuity:** Ensure adequate staffing to prevent lapses in coverage, with a timekeeping system to verify punctuality and shift compliance. Low personnel turnover is preferred to maintain service consistency.
- **Shift Limits:** No guard or supervisor shall work more than 12 hours in a 24-hour period, unless waived by LFUCG in emergencies.

7. Reporting and Documentation

- **Incident Reports:** Submit detailed written reports within 24 hours of any security or safety incident to the designated LFUCG representative.
- **Daily Activity Logs:** Maintain and submit logs weekly, or as directed, documenting observations, rounds, and activities.
- **Emergency Notifications:** Immediately notify LFUCG of emergencies, suspicious activities, or violations, following up with written reports.
- **Procedure Manual:** Develop and maintain an LFUCG-approved procedures manual incorporating facility rules, regulations, and expectations. Updates require LFUCG approval.

8. Performance Standards

- **Compliance:** Services must align with this specification and all applicable laws. Guards must follow instructions from authorized LFUCG representatives, reporting unverified instructions unless immediate action is required to prevent harm or damage.
- **Professionalism:** Guards must exercise courtesy and discretion when addressing irregularities, avoiding threats, coercion, or unlawful detention. Arrests are prohibited unless the guard is commissioned per KRS 61.906 and has legal probable cause under KRS Chapter 503.
- **Performance Monitoring:** LFUCG reserves the right to remove personnel deemed unsuitable and will conduct periodic reviews of Contractor performance. Non-compliance may lead to contract termination per LFUCG Purchasing Manual provisions.
- **Supervision:** A designated supervisor must provide on-site coordination, conduct regular shift visits, and work shifts periodically to stay familiar with duties.

9. Contract Term and Termination

- **Term:** Initial term of one (1) year from the date of award, with up to four (4) one-year renewal options at LFUCG's discretion, subject to satisfactory performance.
- **Cancellation:** Either party may cancel the contract with 30 days' written notice.
- **Termination Provisions:** Subject to 200 KAR 5:312.

10. Pricing and Invoicing

- **Pricing Structure:** Submit pricing on a per-hour, per-guard basis, with clear identification of regular, overtime, and holiday rates.
- **Invoicing:** Submit monthly invoices to the LFUCG Finance Department, with payment processed within 30 working days per KRS 45.453 and KRS 45.454.
- **No Partial Payments:** Payment will not be made for partial deliveries unless specified.

11. Compliance and Legal Requirements

- **Governing Law:** This contract is governed by Kentucky law, with litigation to be brought in state or federal court in Franklin County, Kentucky, per KRS 45A.245.
- **EEO Compliance:** For projects exceeding \$500,000, comply with the Equal Employment Opportunity Act of 1978 and provide reasonable accommodations per the Americans with Disabilities Act (ADA).
- **Non-Discrimination:** Prohibited from discriminating based on race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability. Post non-discrimination notices and ensure fair treatment in hiring and employment.
- **Accessibility:** Comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) and Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), promptly resolving accessibility complaints.
- **Records Access:** Provide access to books, documents, and records for financial audits or program reviews by LFUCG, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, per KRS 61.870 to 61.884.

12. Additional Provisions

- **Independent Contractor:** The Contractor is an independent contractor, solely responsible for its acts and those of its employees, agents, or subcontractors.
- **Modifications:** Additions or deletions of services require LFUCG approval and a formal Contract Modification from the Office of Procurement Services.
- **Governmental Restrictions:** Notify LFUCG in writing of any governmental regulations requiring alterations to services, with LFUCG reserving the right to accept or cancel the contract.
- **Training Responsibility:** Provide comprehensive general and LFUCG-specific training at the Contractor's expense, conducted by supervisors or senior officers (not on-the-job

trainees). Training must cover telephone systems, security forms, rounds, and other duties.

- **Key and ID Control:** Adhere to LFUCG's key and ID badge systems, prohibiting unauthorized copying or use.

13. Scoring Criteria

Please include narrative to fully address each scoring criteria.

- Estimated Cost of Services. 25 Points
- Specialized experienced and technical competence of the person or firm with the type of service required. 25 Points
- Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 15 Points
- Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 25 Points
- Familiarity with the details of the project. 10 Points

Pricing Per Guard

Hourly Price Regular Time	Hourly Price Overtime Over 40 Hours Weekly (M-Sun)	Hourly Price Holiday
\$ /hour	\$ /hour	\$ /hour



SECURITY SERVICES AGREEMENT

This Security Services Agreement is between Metropolitan Security Services, Inc. d/b/a Walden Security, a Tennessee corporation (the "Company"), and Lexington Fayette County Government (the "Customer").

WITNESSETH

WHEREAS, the Company is in the business of providing certain contract private security services and is not engaged as a security consultant; and

WHEREAS, the Customer desires to enter into a contractual relationship with the Company in order that the Company may provide certain services (the "Services") to the Customer as specified on Exhibit A attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises, the promises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company and the Customer agree as follows:

Security Services. The Company agrees to furnish Services to the Customer and the Customer agrees to pay for the Services set forth in Exhibit A. Such services, rendered by uniformed security personnel of the Company, shall be described further in the post orders attached as Exhibit B (the "Post Orders") provided by the Customer, and kept up to date and otherwise maintained by the Customer at the Customer's facility. This agreement together with the attached Exhibits A, B and C which are hereby incorporated into this agreement and made a part hereof, may be collectively referred to as this "Agreement".

Term. This Agreement shall commence on the [BLANK DATE](the "Effective Date") and shall continue for a period of one (1) year unless sooner terminated pursuant to the terms of this Agreement. Unless either party notifies the other party within thirty (30) days from the initial expiration date of this Agreement, this Agreement shall automatically be renewed, subject to appropriations being made in future fiscal years, for additional terms of one (1) year each in accordance with the terms and conditions set out in this Agreement.

Independent Contractor. All security officers furnished by the Company shall be employees of the Company. The Company is acting as an independent contractor and not as an agent of the Customer. Company shall have the absolute and exclusive obligation and discretion to hire, promote, train, pay, supervise, direct, and discharge all employees necessary to be employed in order to properly perform the Services in accordance with the obligations of Company under this Agreement.

Weapons. Security officers will not carry any weapons of any type unless specified in this Agreement. Company recognizes that its employees are prohibited from carrying concealed deadly weapons in a building owned, leased, or occupied by a unit of the Lexington-Fayette Urban County Government pursuant to KRS 237.115 and the LFUCG Code of Ordinances Sec. 14-19.4 - Concealed deadly weapons.

Customer Procedures and Guidelines. Recognizing that each customer's security needs are unique, the Customer agrees to prepare and deliver to the Company a list of guidelines, security needs and written instructions in connection with the Customer's security needs. Such information shall be made a part of the Post Orders and shall be kept up to date by the Customer. The Company shall use its best efforts to cause the Company's security personnel to remain aware of the Customer's instructions and to carry out the Customer's instructions to the extent deemed necessary by the Company.

Hours of Service. The hours of service will be defined by the Customer and set forth in Exhibit A. Upon notification of acceptance by the Company of the proposed hours of service, these hours will then be deemed "normal." Normal hours can be changed upon one (1) day's written notice by either party.

Evaluation of Security Officers. From time to time, the Company and the Customer shall discuss the performance of each security officer or officers. In the event a security officer does not satisfy the expectations of the Customer, the Company will use its best efforts to provide the Customer with a timely and satisfactory replacement security officer.

Reporting of Illegal Activities. The Customer hereby authorizes the Company to report to appropriate law enforcement agencies any conduct reasonably believed to be illegal which the Company personnel observe in connection with the performance of the Services for the Customer. In the event that Customer observes conduct Customer reasonably believes to be illegal and reports such conduct to the Company, the Company shall be authorized to issue appropriate orders based on the Customer report, including trespass orders.

Description of Services. The Company is not an insurer of the Customer's facility, property or personnel. The rates being paid by the Customer for Services are for security officer services designed to deter certain risks of loss and such rates are not related to the value of the personal or real property protected. The Company will use commercially reasonable efforts to provide Services which are in conformity with current best practices in the security services industry and to protect the Customer's property and avert, prevent, or minimize occurrences or losses which the Services are designed to help detect or avert. The Company will provide physical security services but has not been engaged as a consultant or otherwise to provide an assessment of security needs at the site(s) covered.

Remedies Cumulative. In the event of a material breach of this Agreement, either party may pursue any and all rights and remedies to which they may be entitled under Kentucky law. Each of the rights and remedies available to the parties to this Agreement and/or at law or in equity shall be cumulative and the parties assertion of any right or remedy shall not preclude their assertion of any other rights or remedies.

Additional Insured. If additional insured coverage is provided to the Customer, the parties expressly acknowledge and agree that the Customer is not an additional insured on those policies carried by the Company with respect to the negligent acts or omissions or intentional conduct of the Customer or its employees or agents.

Post Orders. The security officers shall perform the Services as set forth in the Agreement or as agreed upon in writing signed by both parties.

Facilities. To enable the Company to perform the Services contemplated herein, the Customer shall provide adequate facilities, as may be needed by the Company. Facilities may include, but are not limited to, office space, guard shack(s), restroom(s) and toiletries, and applicable office hardware. Customer shall ensure the Facilities are cleaned and/or sanitized on a regular basis, or as may be requested from time to time

Payment for Security Services. In consideration of the Services rendered by the Company, the Customer agrees to pay the Company the rates listed on Exhibit C. Unless otherwise stated in this Agreement, any applicable sales tax is the responsibility of the Customer and shall be included as a separately listed item on each invoice in addition to those listed on Exhibit C. The weekly service hours and rates on Exhibit C may be changed from time-to-time as described below.

- **Holiday/OT Rate.** Unless otherwise indicated on Exhibit C, the Holiday/OT Rate will be charged under the following conditions: Extended shifts and hours performed at the request of the Customer including, but not limited to, shifts of more than eight (8) hours (where applicable by state law), extra days, requests for a specific officer beyond regular hours;
- All hours worked by security officers of the Company on the holidays listed on Exhibit C.
- **Other Billable Costs.** Customer and Company may also agree on Other Billable Costs (e.g., vehicles, smartphones, Segways, etc.). To the extent applicable, Other Billable Costs will be listed on Exhibit C.

- **Rate Changes:** The rates specified in this Agreement shall remain in effect for one (1) year from the Effective Date hereof ("Anniversary Date".) As this Agreement remains in effect, the bill rate will increase by no less than 2% per year (an increase above 2% shall be agreed upon by the parties), subject to appropriations being made in future fiscal years. If appropriated, all annual increases will begin on January 1st of the year following your first full year of service under this Agreement. The parties may agree upon reasonable rate increases, subject to appropriations being made in future fiscal years, due to increased operating costs resulting from unforeseen changes in the economy, federal, state or local law or regulation, administrative ruling, insurance, collective bargaining agreement, or the Company's costs relating to any change in work hours, pay rates, working conditions or the cost of performing this Agreement. In the event that both parties agree at any future time to revise or amend the rates set out in Exhibit C, written documentation of said agreement shall serve as an acceptable modification of this Agreement, leaving all other details of this Agreement unchanged and in force. Any such Rate Change will be accounted for in and, subject to appropriations being made in future fiscal years, shall immediately become a part of each periodic bill to the Customer. Any rate change(s) implemented pursuant to this Agreement, including this paragraph, shall be referred to as a Rate Change(s).
- **Billing and Payment:** The Company will invoice the Customer for hours worked on a monthly basis. Invoices shall be due and payable upon receipt without offset of any kind or nature whatsoever. Any invoices not paid within thirty (30) days shall be charged a monthly interest rate of one percent (1%) the maximum rate allowed by law..

Claims. The Company shall not be liable for claims of any kind unless a written demand is filed by Customer with and received by the Company within thirty (30) days of the date of the incident or occurrence from which the Customer's claim arose. Claims filed with Company in writing or via electronic communication containing facts sufficient to identify the incident and parties involved, asserting liability for alleged loss, damage or injury and making a claim for payment of a specified amount, with supporting documentation as may be required, shall be considered sufficient. Each claim filed in the manner prescribed herein shall be promptly and thoroughly investigated by the Company. The Company shall use its best efforts to pay, decline, or make a firm compromise settlement offer in writing or via electronic communication to the Customer within thirty (30) days of receipt of the claim by the Company.

Equipment and Supplies. Company will provide its standard collection of uniforms, equipment, and supplies to Customer.. In the event Customer desires Company to utilize equipment or supplies other than Company's current standard collection(s), including but in no way limited to uniforms, automobiles, golf carts, or other mobile vehicles, cell phones, computers, light-bars, etc., specifically for Customer's account(s), Customer hereby acknowledges that Company will have to make special orders outside of Company's standard collection(s) and Company will not be able to utilize such special ordered equipment and supplies on future customer accounts. Customer will have the option to purchase equipment and supplies other than the Company's current standard collection(s) for the Company's actual cost. Company makes no representations or warranties and assumes no obligations with respect to the merchantability, condition, quality or fitness of such equipment or supplies or the enforcement of any manufacturer's warranties and guaranties. Company shall invoice Customer for the agreed upon purchase price as provided herein and Customer agrees to pay such invoice pursuant to the terms of this Agreement, subject to appropriations being made in future fiscal years. Upon receipt of the purchase price in full, Company shall send all such equipment and supplies to Customer by delivering it to the address indicated below.

Termination. Either party may terminate this Agreement at any time on thirty (30) days' prior written notice. The Customer shall pay all amounts due to the Company for its Services prior to such termination. Company will continue to fulfill its obligations under the agreement until termination is final.

Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Company, its successors and assigns, and upon the Customer and its successors and assigns.

Equal Employment. Company agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246, 13465, and 13672. To the extent applicable, this Company shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 61-300.10. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Survival. Termination of this Agreement by either the Company or the Customer in accordance with this agreement will terminate all further rights and obligations of the parties, provided, however, that the obligations of the parties to pay any sums of money due or payable or accrued under this agreement and the obligations of the parties pursuant to any warranty obligations set forth in this agreement and any other provisions which by their terms survive shall survive the termination of this Agreement.

Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested or delivered electronically addressed to:

If to the Company: Walden Security
Attn: Legal Department
P.O. Box 4374
Chattanooga, Tennessee 37405
Email: kurt.schmissrauter@waldensecurity.com
Facsimile: 423-702-8224

If to the Customer: Lexington Fayette Co Gov't
Attn: Eric Hobson
200 E Main St
Lexington, KY 40507
Email: ehobson@lexingtonky.gov

Compliance with Laws. The parties agree to comply strictly with all laws, rules and regulations of governmental authorities, including the procurement and payment of all necessary permits, certificates and licenses required in connection herewith, respectively. Without limiting the foregoing, the parties agree to comply with all applicable laws relating to safety including without limitation the Occupational Safety and Health Act of 1970 as it may be amended, and all regulations and standards issued pursuant thereto.

Governing Laws and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky with regard to its principles of conflicts of laws. Venue of all proceedings in connection herewith shall be in a court of competent jurisdiction located in Fayette County, Kentucky.

Waiver of Breach. Any failure by either party to require strict performance or observation of any of the terms of this Agreement or to exercise any rights conferred by this Agreement shall not constitute a waiver of the right to demand strict performance of this Agreement's terms or to exercise any of the rights conferred by this Agreement.

Assignments. The Customer shall not assign its rights and/or obligations hereunder without the prior written consent of the Company.

Binding Effect. Each party represents and covenants that it is a duly organized and validly existing corporation or other legal entity in good standing in its state of formation, that it has the authority to enter into this Agreement, and that this Agreement constitutes a valid and binding obligation of such party enforceable in

accordance with its terms. Further, each party represents and covenants that the persons signing this agreement are authorized to do so.

Severability. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be legally invalid or unenforceable, (i) the validity and enforceability of the remaining provisions of this Agreement shall not be affected (ii) such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and (iii) such provision shall be valid, enforceable and enforced in its modified form.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other such agreements, oral or written, between the parties with respect to the subject matter hereof. This Agreement and the provisions hereof may not be waived, modified or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, modification or termination is sought.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the effective date stated above.

Metropolitan Security Services, Inc., d/b/a Walden Security

By: 
Name: Amy S. Walden
Title: Chief Executive Officer
Date: 10/3/25

Customer: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Description of Services

Description of Services

General Security Guard Services (Unarmed Guard)

Sunday – Saturday 24 hours per day (24/7 coverage)

Ensure a safe and secure environment through access control, monitoring, patrolling, incident response, and enforcement of facility rules.

Location

Courthouse Plaza and Phoenix Park initially

Customers Initials: _____

Company Initials: ASW

Exhibit B

Post Orders

A copy of the current Post Orders will be provided to the Company by the Customer for review, if available, prior to the start of service. If the Customer does not have a current set of Post Orders, Draft Post Orders will be generated by the Company for Customer's review within thirty (30) days of the start of service. The Draft Post Orders will be deemed effective and the Company shall abide by such Post Orders unless Customer provides notice of revisions to such Draft Post Orders within thirty (30) days of receipt. Post Orders should be reviewed annually by both parties and submitted to the Customer for approval. All Post Orders submitted to the Customer by the Company will be deemed approved and in effect thirty (30) days after submitting such Post Orders to the Customer for review unless the Customer notifies the Company of any desired changes within any applicable thirty (30) day time period. All Post Orders shall be attached to this Exhibit B and shall be incorporated into and become a part of this Agreement.

Customers Initials: _____

Company Initials: QSLW

Exhibit C

Pursuant to the terms and conditions of this agreement, Customer agrees to pay Company in full for the Services provided at the following approved rates.

Bill Rates

Position	Weekly Service Hours	Hourly Bill Rate	Holiday/OT Bill Rate
Security Officer	128	\$26.20	\$39.30
Site Supervisor	40	\$26.20	\$39.30

The following 6 major holidays will be honored: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

If a security officer works on a specified holiday, the Customer will be billed and agrees to pay Company at the holiday/overtime bill rate(s). Any hours requested by the Customer outside of the above Weekly Service Hours, such as but not limited to temporary or short notice assignments, will be billed at the overtime bill rate(s).

Customers Initials: _____

Company Initials: ASW



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0985-25

File ID: 0985-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Parks and
Recreation

File Created: 10/08/2025

File Name: Deer Haven Park Development Change Order #1

Final Action:

Title: Authorization to increase purchase order LF00214844 to Clark Dietz for additional professional services on LFUCG Deer Haven Park Development. The increased amount is \$9,500.00 bringing the new purchase order total to \$45,250.00. Funds are budgeted. (L0985-25) (Conrad/Ford)

Notes:

Sponsors:

Enactment Date:

Attachments: Deer Haven Park Development Change Order #1
Memo Updated - Signed, Deer Haven Park
Development Change Order #1

Enactment Number:

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0985-25

Title

Authorization to increase purchase order LF00214844 to Clark Dietz for additional professional services on LFUCG Deer Haven Park Development. The increased amount is \$9,500.00 bringing the new purchase order total to \$45,250.00. Funds are budgeted. (L0985-25)(Conrad/Ford)

Summary

Authorization to increase purchase order LF00214844 to Clark Dietz for additional professional services on LFUCG Deer Haven Park Development. The increased amount is \$9,500.00 bringing the new purchase order total to \$45,250.00. Funds are budgeted. (L0985-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-90319

This Fiscal Year Impact: \$9,500

Annual Impact: No

Project: DEERHAVEN_2023

Activity: CONSTRUCT_CAP

Budget Reference: 2023

Current Balance: \$441,614.37

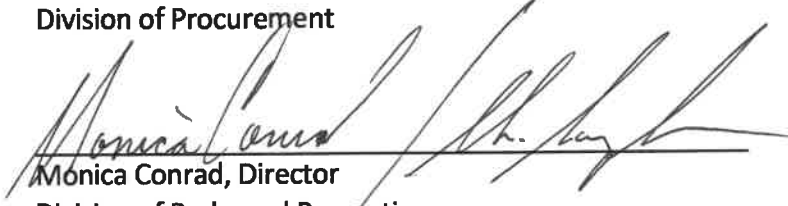
LINDA GORTON
MAYOR



LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Todd Slatin, Director
Division of Procurement

FROM: 
Monica Conrad, Director
Division of Parks and Recreation

DATE: 10/15/2025

SUBJECT: Change Order #1 with Clark Dietz, Inc. for additional professional services for revisions and preparation of bid documents.

Request

Authorization to increase purchase order LF00214844 to Clark Dietz for additional professional services for LFUCG Deer Haven Park Development. The development of Deer Haven Park will include several amenities that will serve the Hamburg area. The increased amount is \$9,500.00, bringing the new purchase order total to \$45,250.00.

The increase is necessary for additional revisions and preparation of bid documents.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$9500.00

The cost for future FY is: \$0.00

The funds are budgeted in:

DEERHAVEN_2023/ CONSTRUCT_CAP 1105-707602-7221-90319-863 2023

Director/Commissioner: Conrad/Ford



Page 1 of 2

To (Contractor): Clark Dietz, Inc.
Contractor's Address: 1040 Monarch St, Suite 200, Lexington KY 40513

Current Change Order

This Change Order shall have a zero (0) calendar day time extension.

Recommended by: <i>[Signature]</i>	(Project Manager)	Date	10-6-25
Reviewed / Accepted by: <i>[Signature]</i>	(Consultant)	Date	10-6-25
Accepted by: N/A	(Contractor)	Date	
Approved by: <i>[Signature]</i> <i>[Signature]</i>	(Director)	Date	10.7.25
Approved by: <i>[Signature]</i>	(Commissioner)	Date	10/07/25
Approved by:	(Mayor or CAO)	Date	

JUSTIFICATION FOR CHANGE

PROJECT: Deer Haven Park Development

CONTRACT NO: PO# LF00214844

CHANGE ORDER #: 1

1. Professional engineering services for stormwater calculations, construction documents, and UPC calculations need to be changed to support the development of a bid package.
2. Is proposed change an alternate bid? ___Yes XNo
3. Will proposed change alter the physical size of the project? ___Yes XNo
If "Yes", explain.
4. Effect of this change on other prime contractors: None
5. Has consent of surety been obtained? XYes ___Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes XNo
If "Yes", will the policies be extended? ___Yes XNo
7. Effect on operation and maintenance costs: None
8. Effect on contract completion date: Add 6 weeks for revisions and preparation of bid documents and bidding duration

Mayor_____
Date



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0993-25

File ID: 0993-25

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 10/13/2025

File Name: Request Council authorization to enter into an Agreement with Horizon Performance, LLC for the purchase of Recruit Firefighter Training and Assessment Software and Consultation Services for the Division of Fire and Emergency Services.

Final Action:

Title: Authorization to enter into an Agreement with Horizon Performance, LLC for the purchase of Recruit Firefighter Training and Assessment Software and Consultation Services for the Division of Fire and Emergency Services for the period of November 1, 2025 through December 31, 2026. At a cost of \$35,470. Funds are budgeted. (L0993-25)(Wells/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo - Horizon Performance (005),
Horizon Performance LLC Proposal - Signed, Sole
Source - Horizon Performance

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0993-25

Title

Authorization to enter into an Agreement with Horizon Performance, LLC for the purchase of Recruit Firefighter Training and Assessment Software and Consultation Services for the Division of Fire and Emergency Services for the period of November 1, 2025 through December 31, 2026. At a cost of \$35,470. Funds are budgeted. (L0993-25)
(Wells/Armstrong)

Summary

Authorization to enter into an Agreement with Horizon Performance, LLC for the purchase

of Recruit Firefighter Training and Assessment Software and Consultation Services for the Division of Fire and Emergency Services for the period of November 1, 2025 through December 31, 2026. At a cost of \$35,470. Funds are budgeted. (L0993-25)

(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 10/10/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3400-505701-5701-75103

This Fiscal Year Impact: \$35,470.00

Annual Impact: \$0

Project: FIREADMIN_2025

Activity: STA_GRANT

Budget Reference: 2025

Current Balance: \$40,000.00



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: OCTOBER 13, 2025

SUBJECT: Horizon Performance, LLC Agreement

Request: Council authorization to enter into an Agreement with Horizon Performance, LLC for the purchase of Recruit Firefighter Training and Assessment Software and Consultation Services for the Division of Fire and Emergency Services.

The term of agreement is to begin on November 1, 2025, and conclude on December 31, 2026. Either party may terminate this Agreement: (a) at any time in the event of a breach by the other party of a material covenant, commitment or obligation under this Agreement that remains uncured for ten (10) days following written notice thereof; or (b) at any time with or without cause by giving thirty (30) days prior written notice. Upon termination of this Agreement, the Client shall pay Horizon for all Services rendered and expenses incurred by Horizon prior to the date of termination, plus any out-of-pocket costs reasonably incurred by Horizon to demobilize its operations and terminate the relevant contract and other obligations associated with its performance of the Services

Purpose of Request: Horizon Performance provides consultancy for professional development, customized software solutions for trainee evaluation and performance assessment, and team development support. The Fire Training Academy will utilize this service to enhance the professional development of recruits, ensuring their career success upon permanent appointment with the Division of Fire.

This Agreement has been reviewed and approved by LFUCG Department of Law

What is the cost in this budget year and future budget years? \$35,470 is the cost in FY25.

Are the funds budgeted? 3400-505701-5701-75103

File Number: 0993-25

Director/Commissioner: Wells/Armstrong



BACKGROUND

In accordance with the expressed intent of the Lexington Fayette Urban County Government (LFUCG), Horizon Performance LLC proposes the following offerings to begin on November 1, 2025 and conclude on December 31, 2026.

ABOUT HORIZON PERFORMANCE

Horizon Performance is an elite performance consultancy firm that harnesses the power of teams by, with, and through their leaders. We achieve this by equipping leaders and the people they lead with scientific methodologies and products that remove blind spots, facilitate improvement, and develop winning organizations that accomplish their mission.

OFFERINGS

GIDEONSOFT PERFORMANCE SOFTWARE: GideonSoft provides detailed, customized, multi-echelon performance assessment systems along with individual team member profiles to improve capabilities and promote growth. Our automating software solutions align operational objectives with performance, behavior, aptitude, and other vital information to develop human capital, inform decisions, and promote focused organizational improvement.

TRAINSURE™:

- 1) TrainSure™ is Horizon Performance's advanced training module within the GideonSoft platform. It is purpose-built to modernize and optimize organizational training efforts through a combination of efficient delivery mechanisms and data-driven evaluation tools.
- 2) TrainSure™ transforms training from a static, isolated function into a dynamic, measurable, and mission-aligned component of workforce development. It allows organizations to not only track what's being taught, but also understand how it impacts performance—enabling smarter investments in human capital.

PERFORMANCE 360™:

- 1) Performance 360™ is Horizon Performance's comprehensive performance assessment module, integrated into the GideonSoft platform. It is designed to give leaders a holistic, data-driven view of individual and team effectiveness by measuring both task execution and team contribution.
- 2) Performance 360™ transforms traditional performance reviews into a continuous, evidence-based process that enhances clarity, fairness, and strategic workforce development.

LEADER CONSULTING:

- 1) Our experienced leader consultants serve to provide expert insights and analysis in support of your leader and team development efforts. Supported by Horizon Performance's staff of PHD's, former coaches and athletes, veteran combat leaders, data scientists, and experts in software, our leader consultants are ready to share best practices, identify improvement opportunities, and will work to ensure you get the most out GideonSoft Performance Software.

Lexington Fayette Urban County Government – Proposed Offering

INVOICING

ITEM #	SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	Lexington Fayette Urban County Government (LFUCG)				\$35,470
0001A	TrainSure™ (GideonSoft Training Module)	1	EA	\$8,750	\$8,750
	Firm Fixed Price: Invoiced once at the beginning of the project. - 1 ea. GideonSoft training module designed to improve efficiency, close skill gaps, and evaluate training effectiveness - 14-month annual software licensing fee				
0001B	TrainSure™ (Configuration & Sustainment)	20	HRS	\$100	\$2,000
	Firm Fixed Price: Invoiced once at the beginning of the project. - Up to 20 hours of configuration and sustainment of the Fire Training Academy Student Management Module				
0002	Performance 360™ (Configuration & Training)	1	EA	\$14,500	\$14,500
	Firm Fixed Price: Invoiced once at the beginning of the project. - 1ea GideonSoft performance module configured to equip leaders to assess and evaluate individual and team performance. - Up to 40 hours of follow-on configuration support for the remainder of the period of performance - Power User and Overseer Training				
0003	Consulting Retainer	28	HRS	\$210	\$5,880
	Firm Fixed Price: Invoiced once at the beginning of the project. - Up to 28 hours of Senior Consultant support for planned and unplanned engagements - The retainer could support ongoing talent strategy, training system refinement, performance analysis, or leadership development consulting, ensuring alignment and agility over time				
0004	Project Management	28	HRS	\$155	\$4,340
	Firm Fixed Price: Invoiced once at the beginning of the project. - Up to 28 hours to monitor the project to ensure it stays on schedule, and within scope and budget				



Next steps

If this proposal meets your expectations and you are ready to proceed with this project, then please review and sign the Terms & Conditions page and send us a copy. Once we receive a signed (.pdf) copy of this proposal we will contact you to coordinate the next steps.

If you have questions, concerns, or would like to modify the existing proposal, then please contact us.

Contract & Invoice Point of Contact: Jason Skinner
Project Manager
jason.skinner@horizonperformance.com
(859) 436-2980

TERMS & CONDITIONS

1. Services and Compensation. Horizon agrees to provide the services and products specified herein (the “Services”). As full compensation for the Services, Client agrees to pay Horizon the total price and fees specified herein (“Compensation”), in accordance with the terms and conditions of this Agreement.

2. Modification of Services. During the term of the Agreement, either party can request proposed changes to the Services. All changes or modifications to the Services must be in writing and signed by authorized representatives of both parties to be effective. Neither party shall have any obligation with respect to any changes to the Services until an appropriate change order or amendment has been executed and delivered by both parties.

3. Payment Terms. Horizon will invoice Client in accordance with the payment schedule specified herein (if any), or upon completion of the Services. Client shall pay the amounts payable to Horizon within thirty (30) days of receipt of Horizon’s invoice. Any invoice remaining unpaid for more than thirty (30) days from receipt shall accrue interest at a rate of the lesser of one and one-half (1.5%) percent per month or the highest rate allowed by law.

4. Standard of Care. The Services will be performed by qualified personnel in a professional and workmanlike manner and consistent with the degree of care and skill exercised by other competent practitioners of the same discipline or profession currently practicing under similar circumstances, in the same location as the project. The preceding is Horizon’s only warranty concerning the Services and is made expressly in lieu of all other warranties, express or implied, including without limitation, that the Services will achieve a particular outcome or result.

5. Confidential Information. The Lexington Fayette Urban County Government (LFUCG) shall maintain confidentiality only to the extent permitted under the Kentucky Open Records Act. Any obligations of confidentiality set forth in this Agreement shall not restrict disclosures required by law, including the Open Records Act.

6. Intellectual Property. Unless otherwise agreed, Horizon shall own all data, reports, text, images, materials, and other content used in connection with performance of the Services (collectively, “Content”), including Content conceived, developed, created or first reduced to practice in connection with the Services. No Content shall be deemed a “work made for hire” unless otherwise expressly provided in this Agreement. All right, title and interest in the Content (including the copyright and other intellectual property rights therein) is hereby vested exclusively in Horizon. Subject to the terms and conditions of this Agreement, Horizon grants Client a non-exclusive, royalty-free, license to use, reproduce, distribute, perform and display the Content for its own internal business purposes, in the manner recommended by Horizon during performance of the Services. Client has no right or license in the Content (by implication, estoppel, or otherwise), except as expressly provide herein, and may not use or exploit the Content for any other purpose, including without limitation, to develop or deliver services that are similar to the Services, unless expressly authorized by Horizon.

7. Software. Use of or access to GideonSoft™ software (the “Software”) is subject to the GideonSoft™ Terms of Use (<https://gideonsoft.com/terms/>), Privacy Policy (<https://horizonperformance.com/privacy/>), and Software License

Agreement (<https://gideonsoft.com/licensing-agreement/>). If the Services include Client use of or access to the Software, the above-referenced Terms of Use, Privacy Policy and Software License Agreement are incorporated herein by reference and form a part of this Agreement.

8. Term. This Agreement will commence as of the date signed by the Client (“Effective Date”) and shall continue in full force and effect for one (1) year, or until completion of the Services, unless earlier terminated in accordance with the provisions of this Agreement.

9. Termination. Either party may terminate this Agreement: (a) at any time in the event of a breach by the other party of a material covenant, commitment or obligation under this Agreement that remains uncured for ten (10) days following written notice thereof; or (b) at any time with or without cause by giving thirty (30) days prior written notice. Upon termination of this Agreement, Client shall pay Horizon for all Services rendered and expenses incurred by Horizon prior to the date of termination, plus any out-of-pocket costs reasonably incurred by Horizon to demobilize its operations and terminate relevant contract and other obligations associated with its performance of the Services.

10. Limitation of Liability. Horizon’s liability concerning the performance or non-performance of Services under this Agreement shall not, in the aggregate, exceed the Compensation paid to Horizon hereunder. Client’s exclusive remedy for any claim arising out of any breach of this Agreement shall be for Horizon, upon receipt of written notice of such breach, to use commercially reasonable efforts to cure the breach at its own expense and failing that, to return the fees paid to Horizon for the Services related to the breach. In no event will Horizon’s total aggregate liability exceed the coverage and limits of Horizon’s insurance. The foregoing limitations of liability represent business understandings of the parties which are reflected in Horizon’s Compensation, and shall apply to all theories of liability, including those grounded in contract, tort, negligence, strict liability, product liability, under statute or otherwise, to the maximum extent allowed by applicable law.

11. Dispute Resolution. Except as otherwise provided herein, any dispute arising out of or relating to this Agreement shall first be addressed through good-faith negotiation. If not resolved within thirty (30) days after written notice, the parties will participate in non-binding mediation in Fayette County, Kentucky, under the laws of the Commonwealth of Kentucky. If mediation is unsuccessful, either party may pursue legal or equitable remedies in a court of competent jurisdiction in Fayette County, Kentucky. The prevailing party in any court action shall be entitled to recover reasonable costs and attorneys’ fees. Notwithstanding the foregoing, a disclosing party may seek injunctive relief for any breach or threatened breach of Section 5 (Confidential Information), and the prevailing party in such action may recover its reasonable attorneys’ fees and costs.

12. Relationship of the Parties. The relationship of the parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party’s employees or agents. Neither party has the authority to bind or contract any obligation in the name of or on account of the other party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other party, or otherwise act on behalf of the other. Each party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

13. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky and venue is a court of competent jurisdiction in Fayette County, Kentucky.

14. No Solicitation. During the term of this Agreement and for one (1) year following its termination, neither party will, directly or indirectly: (a) solicit, entice, or induce any employee, subcontractor, or agent of the other party who has been involved in the provision or delivery of Services under this Agreement to leave or to stop performing services for the other party; or (b) hire, employ, or engage the services of (other than pursuant to the terms of this Agreement) any employee, subcontractor, or agent of the other party who has been involved in the provision or delivery of Services under this Agreement.

15. Publicity. Neither party shall publish or use any advertising, sales promotions or other publicity materials that identify the other party or use the other party's logo, trademarks or service marks without the prior written approval of the other party.

16. Entire Agreement; Modification; Waiver. This Agreement, and any exhibits attached hereto, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. The preceding sentence shall not apply to any prior written confidentiality or non-disclosure agreement that expressly states it will survive entry of this Agreement. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party.

Horizon Performance

Signature: Marc J. Cummins
Name: MARC J. CUMMINS
Title: MANAGING PARTNER
Date: 10/8/25

Lexington Fayette Urban County Government

Signature: _____
Name: _____
Title: _____
Date: _____



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$2,499-\$10,000), formal quotes (\$10,001 - \$39,999.99), or formal bid (\$40,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$40,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Jeremy S. Poynter

Division Fire

Phone 859-231-5612

Email poynterj@lexingtonky.gov

Type of Purchase: () Goods/Materials/Equipment (X) Services

Cost: \$35,470

Sole Source Request for the Purchase of: Horizon Performance consultancy, software support, and project management.

☒ One Time Purchase

☐ To Establish Sole Source Provider Contract

(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Horizon Performance, LLC

Contact Name Jason Skinner

Address 301 E. Main St., Suite 620 Lexington, KY 40507

Phone 859-436-2980 Email jason.skinner@horizonperformance.com



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

STATEMENT OF NEED: (Add additional pages as needed)

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Describe the product or service and list the necessary features this product provides that are not available from any other option.

Horizon Performance provides consultancy for professional development, customized software solutions for trainee evaluation and performance assessment, and team development support. The Fire Training Academy will utilize this service to enhance the professional development of recruits, ensuring their career success upon permanent appointment to the Division of Fire.

2. Below are eligible reasons for sole source. Check one and describe.

☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☐ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☒ Uniqueness of the service. Describe.

The services and software support offered by Horizon Performance include the TrainSure and Performance 360 modules. TrainSure provides data-driven evaluation tools to ensure that recruit firefighters are receiving the most effective and efficient training possible. Performance 360 is a comprehensive assessment tool that measures individual and team effectiveness, resulting in enhanced workforce development. An additional service offered is professional development and training opportunities led by Horizon Performance's staff, which includes PhDs, military veterans, and data analysts. The services offered and having a physical office in Lexington make Horizon Performance unique among other companies in the professional development field.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider, and there is only one vendor. Attach documentation from the manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. Describe efforts to find other vendors or consultants (i.e. phone inquiries, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

Members searched websites, watched demonstration videos for various performance development solutions, and read reviews of the various solutions. Although several vendors can provide similar performance development tools, only Horizon Performance includes in-person professional development and leadership training as part of their package.

4. How was the price offered determined to be fair and reasonable?

The per-member cost of the performance development and assessment modules within the Horizon Performance proposal is comparable to other performance development tools reviewed. No other vendor can provide the in-person consultation or a brick-and-mortar Lexington location.

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

Future cost savings would be realized through the increased effectiveness of recruit firefighter development. Recruit firefighter retention rates will improve, leading to fewer resignations/terminations and the lost initial training investment.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0997-25

File ID: 0997-25

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special
Programs

File Created: 10/13/2025

File Name: Request Council authorization to execute Change Order No.7 with Tekton Construction LLC. to repair damage to the maintenance building due to vandalism and complete the additional building components required by building inspection as part of construction

Final Action:

Title: Authorization to execute Change Order No.7 with Tekton Construction LLC. to repair damage to the maintenance building due to vandalism and complete the additional building components required by building inspection as part of construction contract 97-2023. The increased amount is \$80,016.00, bringing the new contract total to \$1,388,895.03. Funds are budgeted. (L0997-25)(Conrad/Ford)

Notes:

Sponsors:

Enactment Date:

Attachments: 26 - Blue Sheet Memo Cardinal Run change order #7, 10032025_Percent Change -Previous Change Orders, Tekton Quotes, Cardinal Run change order spreadsheet

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0997-25

Title

Authorization to execute Change Order No.7 with Tekton Construction LLC. to repair damage to the maintenance building due to vandalism and complete the additional building components required by building inspection as part of construction contract 97-2023. The increased amount is \$80,016.00, bringing the new contract total to \$1,388,895.03. Funds are budgeted. (L0997-25)(Conrad/Ford)

Summary

Authorization to execute Change Order No.7 with Tekton Construction LLC. to repair damage to the maintenance building due to vandalism and complete the additional building components required by building inspection as part of construction contract 97-2023. The increased amount is \$80,016.00, bringing the new contract total to \$1,388,895.03. Funds are budgeted. (L0997-25)(Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 6021-160906-0001-73204 - \$71,753.25

1105-707602-7221-90319 - \$1,236.49

1105-707602-7221-91715 - \$7,026.26

This Fiscal Year Impact: \$80,016.00

Annual Impact: \$0

Project: CLAIMS_2026, CARDINAL_2025

Activity: CASUALTY_L , FED_GRANT, CONSTRUCT_CAP

Budget Reference: FY 2025 and FY2026

Current Balance: 6021-160906-0001-73204 - Funds are budgeted

1105-707602-7221-90319 - \$1,236.49

1105-707602-7221-91715 - \$48,115.00



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: OCTOBER 10, 2025

SUBJECT: CARDINAL RUN PARK NORTH BUILDINGS CHANGE ORDER No. 7

Request: Authorization to execute Change Order No.7 with Tekton Construction LLC. to repair damage to the maintenance building due to vandalism and complete the additional building components required by building inspection as part of construction contract 97-2023. The increased amount is \$80,016.00, bringing the new contract total to \$1,388,895.03.

Purpose of Request: On September 28, 2023 (Resolution 515-2023) Council approved execution of a contract with Tekton in the amount of \$1,222,158.52 for construction of Cardinal Run North Park restrooms and maintenance buildings. On January 9, 2024, Change Order No.1 added plumbing and electrical work and deducted a changing station in the amount of \$4,337.69. This increased the total to \$1,226,496.21. On February 22, 2024, Change Order No.2 in the amount of \$14,088.19 added maintenance building foundation undercut. This increased the total to \$1,240,584.40. On April 23, 2024, Change Order No.3 added fill for the building slab area in the amount of \$46,661.29 for an increased total of \$1,287,245.69. On June 13, 2024, Change Order No.4 added installation of a house bibb in the restroom to comply with the State plumbing code in the amount of \$1,784.80, for an increased total of \$1,289,030.49. On July 24, 2024, Change Order No.5 modified the masonry for the restroom building as required for cultured stone installation in the amount of \$2,972.75 for and increased total of \$1,292,003.24. On September 26, 2024, Change Order No.6 provided labor and materials to build and install a pergola in the playground area in the amount of \$16,875.79 for an increased total of \$1,308,879.03. Change Order No.7 will repair vandalism damage to the maintenance building in the amount of \$80,016.00. The current Change Order is over the 10% limit and requires Council approval. The new total contract amount is \$1,388, 895.03.

What is the cost in this budget year and future budget years?

The cost for FY26 is: \$80,016.00

The cost for the future FY is: \$0.00

Are the funds budgeted?

Claims_2026 Casualty_L 6021 16906 0001 73204 714 2026 \$71,753.25

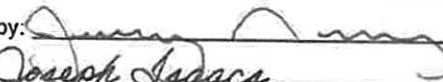
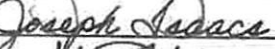
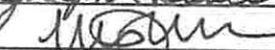
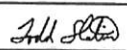
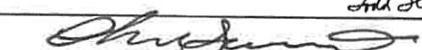


Cardinal_2025/construct_cap	1105	707602	7221	90319	714	2025	\$1,236.49
Cardinal_2025/construct cap	1105	707602	7221	91715	714	2025	\$7,026.26

File Number: 0997-25

Director/Commissioner: Conrad/Ford



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1		Date:	October 1, 2025		
		Project:	Cardinal Run Park North Restroom and Maintenance Buildings		
		Location:	Cardinal Run Park North 2075 Parkers Mill Road		
To:	Contract No.	265-2023			
Tekton Construction LLC	Original Contract Amt.	\$1,222,158.52			
99 Windhaven Drive Suite 3	Cumulative Amount of Previous Change Orders	\$86,720.51			
Nicholasville, KY 40356	Percent Change - Previous Change Orders		7.10%		
859-514-0000	Total Contract Amount Prior to this Change Order	\$1,308,879.03			
	Change Order No.	7			
You are hereby requested to comply with the following changes from the contract plans and specification;					
Current Change Order					
Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price		
1	Vandalism repairs to maintenance building package:		\$71,753.25		
2	Securing hot water heater per building inspection		\$4,168.75		
3	Installing safety railing per building inspection		\$4,094.00		
	See Attached Sheet				
	Total decrease				
	Total increase		\$80,016.00		
	Net Amount of this Change Order	\$80,016.00			
	New Contract Amount Including this Change Order	\$1,388,895.03			
	Percent Change - This Change Order			6.11%	
	Percent Change - All Change Orders			13.64%	
The time provided for the completion in the contract and all provisions of the contract will apply hereto.					
Recommended by: 		(Proj. Mngr.)	Date:	10-06-2025	
Accepted by: 		(Contractor)	Date:	10/3/2025	
Approved by: 		(Director)	Date:	10/7/25	
Approved by: 		(Director - Procurement)	Date:	10-7-25	
Approved by: 		(Commissioner)	Date:	10/07/25	
Approved by: _____		(Mayor or CAO)	Date:		

JUSTIFICATION FOR CHANGE	PROJECT:	Cardinal Run Park North Restroom and Maintenance Bld
	CONTRACT NO.	265-2023
	CHANGE ORDER:	7

1. Necessity for change: Repair vandalism at maintenance building and install components in building required by building inspection not included in original scope of work.
2. Is proposed change an alternate bid? ___Yes ___X_No
3. Will proposed change alter the physical size of the project? ___Yes X_No
If "Yes", explain.
4. Effect of this change on other prime contractors: None
5. Has consent of surety been obtained? ___Yes ___X_Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes ___X_No
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: None
8. Effect on contract completion date: Completion date is extended to Winter 2026

_____ Mayor	_____ Date
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CONTRACT HISTORY FORM

Project Name Cardinal Run Park North Restroom and Maintenance Buildings

Contractor: Teklon Construction LLC

Contract Number and Date: 265-2023 09/20/2023

Responsible LFUCG Division: Parks and Recreation

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: \$ 1,222,158.52

Next Lowest Bid Amount:
N/A

B. Amount of Selected Alternate or Phase: \$ 0.00

C. Cumulative Amount of All Previous Alternates or Phases: \$ 86,720.51

D. Amended Contract Amount: \$ 1,308,879.03

E. Cumulative Amount of All Previous Change Orders: \$ 86,720.51 6.6%
(Line E / Line D)

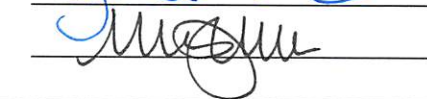
F. Amount of This Change Order: \$ 80,016.00 6.1%
(Line F / Line D)

G. Total Contract Amount: \$ 1,388,895.03

SIGNATURES

Project Manager:





Date: 10/1/2025

Reviewed by:

Date: 10-06-2025

Division Director:

Date: 10-7-2025



tektōn

PROPOSAL

99 Wind Haven Dr, Suite 3
Nicholasville, KY 40356
Phone (859) 514-0000

DATE September 30, 2025
Project Name: **LFUCG Cardinal Run**
Park Maintenance and Restroom Buildings
CO #10

CUSTOMER LFUCG

DESCRIPTION	TOTAL
<u>CO 10 (PR 05 Unistrut Railing at Mezzanine)</u>	
1. TECO Pricing	\$ 3,560.00
2. Mark Up	\$ 534.00
	\$ 4,094.00

Joseph Isaacs

9/30/2025

Authorized by: Joseph Isaacs, President

Date



tektōn

PROPOSAL

99 Wind Haven Dr, Suite 3
Nicholasville, KY 40356
Phone (859) 514-0000

DATE September 12, 2025
Project Name: **LFUCG Cardinal Run**
Park Maintenance and Restroom Buildings
CO #09

CUSTOMER LFUCG

DESCRIPTION	TOTAL
<u>Vandalism Costs</u>	
1. Chamberlain Electric Pricing	\$ 3,000.00
2. KV Flooring Pricing	\$ 6,040.00
3. Raynor Pricing	\$ 3,219.00
4. TECO Pricing	\$ 9,081.00
5. Vulcan Steel Material Pricing	\$ 4,560.69
6. David Alexander Labor Pricing	\$ 26,500.00
7. Tekton Pricing (Supervision \$5,400; Paint Removal \$1,987.68; Painting \$646.92; Cleaning \$993.84)	\$ 9,028.44
8. Mark Up	\$ 9,214.37
	\$ 70,643.50

Joseph Isaacs

9/12/2025

Authorized by: Joseph Isaacs, President

Date

Cardinal Run North Park
Restrooms and Maintenance
TEKTON

Original Amunt	\$	1,222,158.52	New Total
Change order #1	\$	4,337.69	\$ 1,226,496.21
Change order #2	\$	14,088.19	\$ 1,240,584.40
Change order #3	\$	46,661.29	\$ 1,287,245.69
Change order #4	\$	1,784.80	\$ 1,289,030.49
Change order #5	\$	2,972.75	\$ 1,292,003.24
Change order #6	\$	16,875.79	\$ 1,308,879.03
Change order #7	\$	80,016.00	\$ 1,388,895.03

Total	\$	1,388,895.03
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Percentages	Date
0.35%	1/9/2024
1.51%	2/22/2024
5.33%	4/23/2024
5.47%	6/13/2024
5.71%	7/24/2024
7.10%	9/26/2024
13.64%	10/1/2025



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0999-25

File ID: 0999-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Traffic Engineering

File Created: 10/14/2025

File Name: Eastway Drive - Speed tables (4)

Final Action:

Title:

Authorization to install up to four (4) speed tables on Eastway Drive between Hough Court and Hollyhill Drive in Council District 10 at a cost of \$20,000. Funds are budgeted. (L0999-25)(Neal/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Eastway Drive Memo 0999-25.pdf, Eastway Drive Ballot Results 2025.10.13.pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Felicia Arms

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0999-25

Title

Authorization to install up to four (4) speed tables on Eastway Drive between Hough Court and Hollyhill Drive in Council District 10 at a cost of \$20,000. Funds are budgeted. (L0999-25)(Neal/Albright)

Summary

Authorization to install up to four (4) speed tables on Eastway Drive between Hough Court and Hollyhill Drive in Council District 10 at a cost of \$20,000. Funds are budgeted. (L0999-25)(Neal/Albright)

Budgetary Implications [select]: YES

Advance Document Review:

Law: NO

Risk Management: NO

Fully Budgeted [select]: YES

Account Number:	1136-303602-3602-91616	\$12,000.00
	1105-303602-3606-91616	\$8,000.00

This Fiscal Year Impact: \$20,000

Annual Impact: \$0.00

Project: District10_2024

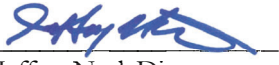
Activity: COUNCIL

Budget Reference:

Current Balance:	1136-303602-3602-91616	\$110,000.00
	1105-303602-3606-91616	\$9,590.00



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Jeffery Neal, Director
Division of Traffic Engineering

DATE: October 14, 2025

SUBJECT: Speed Tables – Eastway Drive (Hough Court to Hollyhill Drive)

Request

Authorization to install up to four (4) speed tables on Eastway Drive between Hough Court and Hollyhill Drive in Council District 10.

Why are you requesting?

The Neighborhood Traffic Calming Program (NTMP) was followed from beginning to end, resulting in 70% of area residents voting in favor of adding speed tables along this section of Eastway Drive to address speeding. Council District 10 will be funding the neighborhood cost share of 40%.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$20,000
The cost for future FY is: \$ 0.00

Are the funds budgeted?

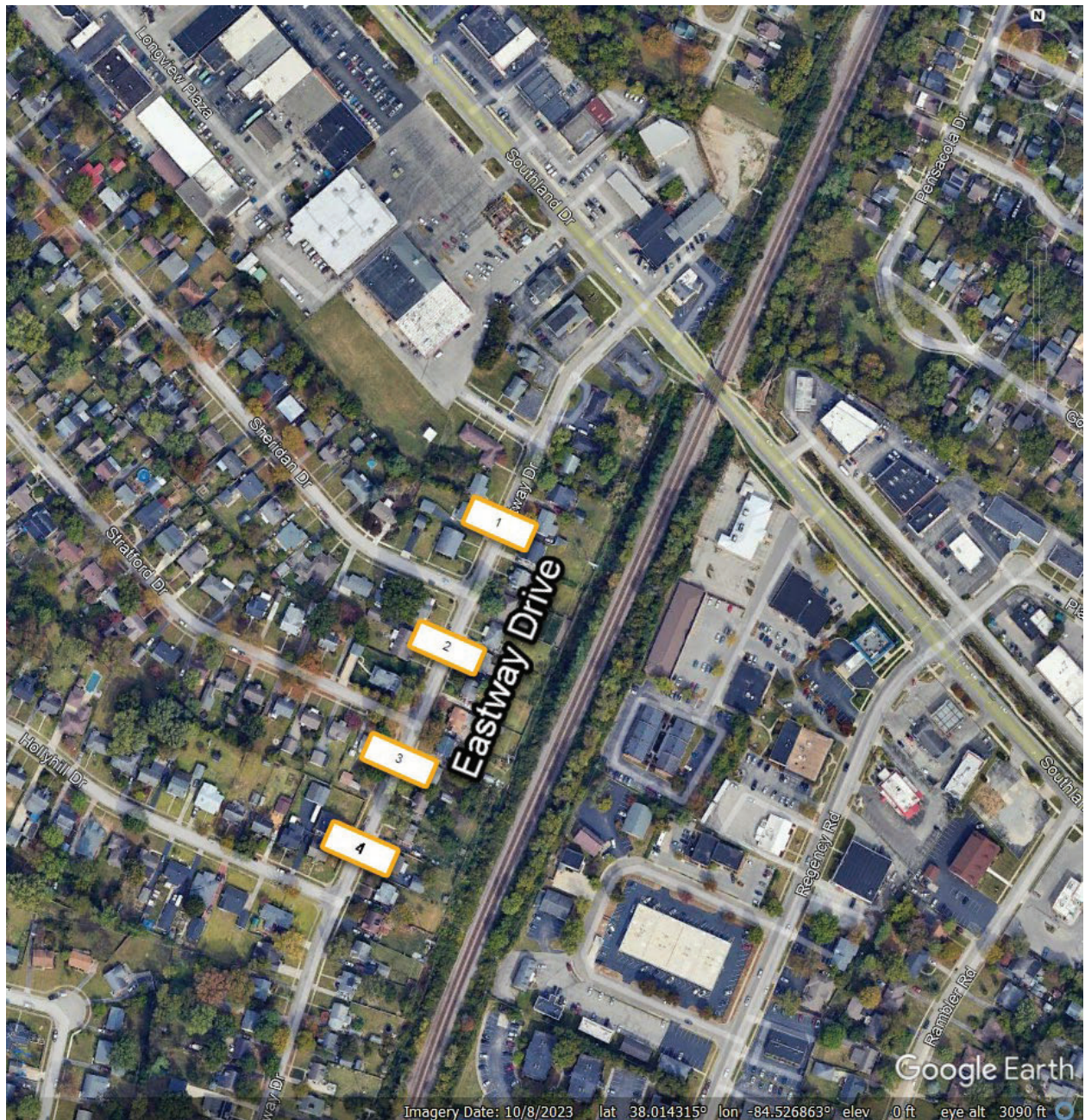
Yes. \$12,000 from 1136-303602-3602-91616 Traffic Improvement Projects
\$8,000 from 1105-303602-3606-91616 (District10_2024)

File Number: 0999-25

Director/Commissioner: Neal/Albright



Aerial showing Eastway Drive and the approximate location of four speed tables:





October 13, 2025

Dear Ms. Gail Lightner, Ms. Carla Rodriguez and Ms. Julia Harover,

Petition cards were sent from Traffic Engineering via certified mail to the property owners on Eastway Drive between Hough Ct and Hollyhill Drive soliciting a response for or against the installation of four speed tables on Eastway Drive. The letters were mailed on September 11th, 2025, and a response was requested by Friday, October 10th, 2025.

A total of 26 postage paid petition cards, letters, and proposed speed table location maps were mailed to all the property owners on Eastway Drive. As the close of business Friday, October 10th, three mailings were returned as undeliverable, and 16 ballot cards were returned with votes. As three mailings were returned undeliverable, the total of eligible votes is reduced to the adjusted total of 23 votes.

Of the 16 petition cards returned:

- 16 votes, or 70 % of the adjusted total, were in favor of the installation of speed tables.
- 0 votes, plus 7 unreturned ballot cards, is 30% of the adjusted total, were opposed to the installation of speed tables.

With 70% of the votes cast in favor of installing speed tables which is more than the required minimum of 51% approval of the proposed action, the proposal to install speed tables on Eastway Drive has passed. Therefore, speed tables will be installed on Eastway Drive through the Neighborhood Traffic Management Program.

If you have any questions, contact Deepika Eyunni in the Division of Traffic Engineering at (859) 258-3486 or by email at deyunni@lexingtonky.gov.

Sincerely,

Deepika Eyunni, PE
Traffic Engineer, Senior
Division of Traffic Engineering
(859) 258-3486

cc: Dave Sevigny, 10th District Councilmember
Nancy Albright, PE, Commissioner of Environmental Quality & Public Works
Jeffery Neal, PE, Director of Traffic Engineering
Jim Woods, PE, PLS, Deputy Director of Traffic Engineering
Roger Mulvaney, PE, PTOE, Traffic Engineer Manager
Shannon Ison, Captain, Division of Fire & Emergency Services
Embry Beatty, Fire Inspector of Fire & Emergency Services
Christopher Van Brackel, Lieutenant, Division of Police
Alyssa McKenzie, Legislative Aide to CM Sevigny



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1003-25

File ID: 1003-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Mayor's Office

File Created: 10/16/2025

File Name: TBC Repairs

Final Action:

Title: Authorization to enter into an agreement with Gordian & Prodigy Building Solutions, LLC pursuant to Sourcewell contract KY-R3-RW-102924-PBS to make capital repairs along the Town Branch Commons trail including bollard replacement, various sidewalk repairs, karst embankment repairs, and tree well improvements. At a cost of \$204,016.91. Funds are budgeted. (L1003-25)(Peacherscott)

Notes:

Sponsors:

Enactment Date:

Attachments: BSMemo_Gordian Prodigy Sourcewell Contract 2025, 143886.00 City of Lexington - Various Downtown Repairs - REVISED PHASE I (1)

Enactment Number:

Deed #:

Hearing Date:

Drafter: Brandi Peacherscott

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 1003-25

Title

Authorization to enter into an agreement with Gordian & Prodigy Building Solutions, LLC pursuant to Sourcewell contract KY-R3-RW-102924-PBS to make capital repairs along the Town Branch Commons trail including bollard replacement, various sidewalk repairs, karst embankment repairs, and tree well improvements. At a cost of \$204,016.91. Funds are budgeted. (L1003-25)(Peacherscott)

Summary

Authorization to enter into an agreement with Gordian & Prodigy Building Solutions, LLC pursuant to Sourcewell contract KY-R3-RW-102924-PBS to make capital repairs along the Town Branch Commons trail including bollard replacement, various sidewalk repairs, karst embankment repairs, and tree well improvements. At a cost of \$204,016.91. Funds are

budgeted. (L1003-25)(Peachers/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by [Thompson, 10/14/25]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes/No/Partial

Account Number: 2608-133001-0001-91715

This Fiscal Year Impact: \$204,016.91

Annual Impact: \$

Project: TOWNBR_PARK_2018

Activity: PROF_SRV

Budget Reference:

Current Balance: \$245,318.21



TO: Linda Gorton, Mayor
Urban County Council

FROM: Brandi Peacher
Director of Project Management

DATE: October 9, 2025

SUBJECT: Authorization to approve service agreement with Gordian & Prodigy Building Solutions, LLC to conduct various capital repairs along the Town Branch Commons trail.

Request: To request authorization to enter into an agreement with Gordian & Prodigy Building Solutions, LLC pursuant to Sourcewell contract KY-R3-RW-102924-PBS to make capital repairs along the Town Branch Commons trail including bollard replacement, various sidewalk repairs, karst embankment repairs, and tree well improvements.

Why are you requesting? Town Branch Commons (TBC), completed in October 2022, is a 2.2-mile linear trail that provides pedestrian, bicycle, and transit connections in downtown Lexington. Since completion, staff have identified settlement and material deficiencies requiring corrective capital work to preserve the trail's safety, usability, and long-term function. Scope includes: replacing fixed bollards with operable models to allow maintenance access without damaging landscaping; resetting settled pavers; repairing gaps and leveling benches; securing displaced medallions; correcting separations between limestone edging and sidewalks; and addressing exposed conduits and tree well erosion. Authorization of a contract is requested to complete these specialized capital repairs and ensure continued safe public use of this public infrastructure.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$204,016.91 *this may increase slightly as we recently identified extra medallions to be installed that are not reflected in this fee

The cost for future FY is: none

Are the funds budgeted? Yes

Account number: 2608-133001-001-91715-TWNBR_PARK_2018-Prof_SRV

File Number: L1003-25

Director/Commissioner: Peacher/Scott



Work Order Signature Document

EZIQC Contract No.: KY-R3-RW-102924-PBS

☒

New Work Order



Modify an Existing Work Order

Work Order Number: 143886.00

Work Order Date: 10/13/2025

Work Order Title: City of Lexington - Various Downtown Repairs

Owner Name: Kentucky - City of Lexington

Contractor Name: Prodigy Building Solutions, LLC

Contact: Nick Hendrix

Contact: Eric Groh

Phone: 859-392-1920

Phone: (513) 720-1872

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No KY-R3-RW-102924-PBS.

Brief Work Order Description:

Various Repairs to Sidewalk and Bollards - Downtown Lexington

Time of Performance

See Schedule Section of the Detailed Scope of Work

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$222,882.57

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Eric Groh
Prodigy Building Solutions, LLC
(513) 720-1872

From: Nick Hendrix
Kentucky - City of Lexington
859-392-1920

Date Printed: October 13, 2025

Work Order Number: 143886.00

Work Order Title: City of Lexington - Various Downtown Repairs

Brief Scope: Various Repairs to Sidewalk and Bollards - Downtown Lexington

☐**Preliminary**☐**Revised**☒**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

143886.00 City of Lexington - Various Downtown Repairs

10/13/25 – Revised

Scope of work for the City of Lexington - Various Downtown Repairs.

1. Prodigy Building Solutions is pleased to provide pricing for the City of Lexington - Various Downtown Repairs. General Scope includes the following:

- a. Removal, cleaning, off-site fabrication of new mounting pin, and reinstallation of approximately 307 medallions in concrete walks.
 - i. Replacement medallions (if unable to be salvaged) need to be provided by the owner.
 - ii. All medallion installations will require surface preparation. Existing concrete will be drilled with 1" hole and filled with grout. Medallion with a single new 1/2" rebar pin will be installed in grouted holes and with adhesive to existing concrete.
 - b. The contractor will repair settled pavers. Remove existing pavers and store them on-site. Install new sand bedding material, grade and compact to grade. Install pavers and infill joints with sand.
 - c. The contractor will remove and replace (35) existing cast-in-place steel bollards and replace them with a similar but removable and lockable stainless-steel bollard.
 - i. New installation will require concrete removal, excavation, and new concrete for sleeve. New bollard will sit in the sleeve and will be removable with a locking mechanism. Owner to provide the locks.
 - ii. Included is the replacement of 70 ADA Pavers (2 per bollard location) including shipping from the original manufacturer used on the original project and having on-site during the bollard work. If during removal of the existing bollard the ADA pavers are broken, they will be replaced without delay. Installation includes core drilling the paver for placement with bollard sleeve and bituminous tack coat to adhere to concrete. Any unused pavers will be turned over to the City of Lexington for attic stock. All debris will be hauled off-site and disposed of properly.
- Payment and performance bond is included.
No permit costs are included.

Detailed Scope of Work Continues..

Work Order Number: 143886.00
Work Order Title: City of Lexington - Various Downtown Repairs

Contractor	Date

Owner	Date

Contractor's Price Proposal - Summary

Date: October 13, 2025

IQC Master Contract #: KY-R3-RW-102924-PBS

Work Order Number: 143886.00

Owner PO #:

Work Order Title: City of Lexington - Various Downtown Repairs

Contractor: Prodigy Building Solutions, LLC

Proposal Name: City of Lexington - Various Downtown Repairs

Proposal Value: \$222,882.57

Category - ADA Paver Replacement	\$37,210.16
Category - Bollards Demo and Install	\$38,248.32
Category - Bollards Material Only	\$65,232.84
Category - Bond	\$4,836.70
Category - Medallion Install	\$76,151.79
Category - Paver Repairs	\$1,202.76
Proposal Total	\$222,882.57

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 42.32%

Contractor's Price Proposal - Detail

Date: October 13, 2025
IQC Master Contract #: KY-R3-RW-102924-PBS
Work Order Number: 143886.00
Owner PO #:
Work Order Title: City of Lexington - Various Downtown Repairs
Contractor: Prodigy Building Solutions, LLC
Proposal Name: City of Lexington - Various Downtown Repairs
Proposal Value: \$222,882.57

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

ADA Paver Replacement

1	02 41 19 13-0091		EA	Drill 8" Diameter Core In Up To 4" Concrete	\$5,874.61
				Installation Quantity 35.00 x Unit Price 126.20 x Factor 1.3300 = Total \$5,874.61 Core drill 8" hole in ADA paver for new bollard	
2	32 00 00 00-0002		LS	ADA Truncated Dome 70 units including shipping no tax	\$29,087.10
				Installation Quantity 1.00 x Unit Price 21,870.00 x Factor 1.3300 = Total \$29,087.10 ADA Truncated Dome Paver 24" x 24" sole sourced to match existing and from original manufacturer. Includes freight and delivery, does not include tax. This is for an order of 70 units, 2 pavers per bollard location.	
3	32 12 13 13-0004		SY	Tack Coat, 0.08 Gallon/SY	\$33.09
				Installation Quantity 31.10 x Unit Price 0.80 x Factor 1.3300 = Total \$33.09 bituminous setting bed for ADA Pavers per spec 2'x 2' each x 2 per bollard x 35 bollards = 280 SF / 9 = 31.1 SY	
4	32 12 13 13-0004	0430		For Up To 150, Add	\$7.03
				Installation Quantity 31.10 x Unit Price 0.17 x Factor 1.3300 = Total \$7.03	
5	32 14 13 16-0005		SF	2-3/8" Thick, >144 SI Precast Concrete PaverIncludes 16" x 16", 12" x 24", 18" x 18", 24" x 24", 24" x 36", 36" x 36" and other similar size pavers.	\$1,739.11
				Installation Quantity 280.00 x Unit Price 3.11 x Factor 1.3300 = Total \$1,158.16 Demolition Quantity 280.00 x Unit Price 1.56 x Factor 1.3300 = Total \$580.94 2 ADA paver replacements for each of the 35 bollards. Each paver is 2' x 2' = 4 SF x 2 per bollard x 35 bollards = 280 SF Polymeric sand butt joints per spec. Material excluded, NPP for special ADA Truncated Dome Paver	
6	32 14 13 16-0005	0112		For Cement/Sand Mix Or Polymeric Sand Joints, Add	\$204.82
				Installation Quantity 280.00 x Unit Price 0.55 x Factor 1.3300 = Total \$204.82	
7	32 14 13 16-0005	0119		For >100 To 500, Add	\$264.40
				Installation Quantity 280.00 x Unit Price 0.71 x Factor 1.3300 = Total \$264.40	

Subtotal for ADA Paver Replacement **\$37,210.16**

Bollards Demo and Install

8	01 22 20 00-0063		HR	Flagperson For Traffic Control	\$2,910.04
				Installation Quantity 40.00 x Unit Price 54.70 x Factor 1.3300 = Total \$2,910.04 Flagger during bollard demo and install	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 143886.00

Work Order Title: City of Lexington - Various Downtown Repairs

Proposal Name: City of Lexington - Various Downtown Repairs

Proposal Value: \$222,882.57

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Bollards Demo and Install					
9	01 22 23 00-0287		WK	2,000 To 2,400 Lb. Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator	\$5,396.63
				Installation	
				Quantity	Unit Price
				1.00	4,057.62
				x	x
				Factor	Total
				1.3300	\$5,396.63
				1 week small skid steer rental to relocate demo debris from bollard locations to dumpster and new materials from laydown area.	
10	01 22 23 00-0311		WK	Auger Attachment (Excludes Bits And Extensions) For Skid-Steer Loaders	\$347.53
				Installation	
				Quantity	Unit Price
				1.00	261.30
				x	x
				Factor	Total
				1.3300	\$347.53
				auger for bollards	
11	01 22 23 00-0314		WK	Up To 18" Diameter, 4' Length, Auger Bit For Skid-Steer Mounted Augers (Excludes Auger)	\$90.93
				Installation	
				Quantity	Unit Price
				1.00	68.37
				x	x
				Factor	Total
				1.3300	\$90.93
				auger for bollards	
12	01 22 23 00-0673		WK	3.6 KW, 8 HP Gas Powered Generator SetFuel consumption: 100% load – 0.54 gallons per hour	\$247.42
				Installation	
				Quantity	Unit Price
				1.00	186.03
				x	x
				Factor	Total
				1.3300	\$247.42
				1 week generator to run electric hand tools during demo and install of bollards	
13	01 22 23 00-0824		EA	Fuel Reimbursement For GeneratorsPurchases made by the contractor for fuel will be reimbursed to the Contractor at the actual cost of the purchase, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The base cost of the purchase is \$1.00, quantity will adjust cost to actual purchase cost; i.e., quantity of 125 = \$125.00 purchase. If there are multiple purchases, each one shall be listed separately with a comment in the "note" block to identify the purchase.	\$86.18
				Installation	
				Quantity	Unit Price
				64.80	1.00
				x	x
				Factor	Total
				1.3300	\$86.18
				1 week, 40 hours run time, x .54 gallons per hour, x \$3 per gallon = \$64.80	
14	01 71 13 00-0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$1,342.99
				Installation	
				Quantity	Unit Price
				3.00	336.59
				x	x
				Factor	Total
				1.3300	\$1,342.99
				mobilize small excavator, buggy and skid steer for bollard demo and install	
15	01 74 19 00-0014		EA	20 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$3,194.55
				Installation	
				Quantity	Unit Price
				4.00	600.48
				x	x
				Factor	Total
				1.3300	\$3,194.55
				dumpster for bollard demo and install. Bollard and concrete footing approx. 1,000 pounds each x 35 = 35000 pounds / 2000 = 17 tons / 5 tons per dumpster = 4 dumpsters needed, used 20 yard for loading material over short sides and heavy concrete	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 143886.00
Work Order Title: City of Lexington - Various Downtown Repairs

Proposal Name: City of Lexington - Various Downtown Repairs
Proposal Value: \$222,882.57

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Bollards Demo and Install					
16	02 41 16 13-0064		CF	Concrete Footing For Fence, Gate Or Playground Equipment Post, Etc. DemolitionIncludes excavation.	\$742.24
				Quantity Unit Price Factor = Total	
			Installation	52.50 x 10.63 x 1.3300 = \$742.24	
				Demo Bollard Concrete Footing 1' x 1' x 1.5' = 1.5 CF each x 35 = 52.5 CF	
17	02 41 19 13-0060		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$1,158.99
				Quantity Unit Price Factor = Total	
			Installation	1.00 x 871.42 x 1.3300 = \$1,158.99	
				saw cut minimum for cutting off existing bollards	
18	02 41 19 13-0107		EA	Drill 18" Diameter Core In >4" To 6" Concrete	\$12,363.21
				Quantity Unit Price Factor = Total	
			Installation	35.00 x 265.59 x 1.3300 = \$12,363.21	
				core drill existing concrete 18" diameter at 35 bollard locations.	
19	31 23 16 16-0011		VLF	18" Diameter Hole, Auger By Machine Post Hole In Soil	\$1,594.80
				Quantity Unit Price Factor = Total	
			Installation	70.00 x 17.13 x 1.3300 = \$1,594.80	
				35 bollards x 2' deep auger hole	
20	31 23 16 16-0028		VLF	Concrete Fill, 18" Diameter Hole	\$2,619.83
				Quantity Unit Price Factor = Total	
			Installation	70.00 x 28.14 x 1.3300 = \$2,619.83	
				35 bollards x 2' deep auger hole concrete fill	
21	32 39 13 00-0010		EA	36" Cast Aluminum Removable Bollard, Black Powder Coat Finish8-1/2" diameter, embedded mounting plate, lockable, all colors.	\$6,152.98
				Quantity Unit Price Factor = Total	
		X	Installation	35.00 x 88.12 x 1.3300 = \$4,101.99	
		X	Demolition	35.00 x 44.06 x 1.3300 = \$2,050.99	
				Labor ONLY to demo and install bollards	

Subtotal for Bollards Demo and Install **\$38,248.32**

Bollards Material Only

22	05 00 00 00-0000		EA	Stainless Steel Bollard & Sleeve with freight	\$65,232.84
				Quantity Unit Price Factor = Total	
		NPP	Installation	35.00 x 1,401.35 x 1.3300 = \$65,232.84	
				Material cost for special bollard, stainless steel, removable and lockable from 1-800 Bollards, special order. Includes freight to job site.	

Subtotal for Bollards Material Only **\$65,232.84**

Bond

Contractor's Price Proposal - Detail Continues..

Work Order Number: 143886.00
Work Order Title: City of Lexington - Various Downtown Repairs

Proposal Name: City of Lexington - Various Downtown Repairs
Proposal Value: \$222,882.57

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Bond					
23	01 22 16 00-0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$4,836.70
				Installation	
				Quantity	
				Unit Price	
				Factor	
				=	
				Total	
				4,397.00	x
				1.00	x
				1.1000	=
				\$4,836.70	
P & P Bond 2% of total cost					
Subtotal for Bond					\$4,836.70
Medallion Install					
24	01 22 23 00-0673		WK	3.6 KW, 8 HP Gas Powered Generator SetFuel consumption: 100% load – 0.54 gallons per hour	\$618.55
				Installation	
				Quantity	
				Unit Price	
				Factor	
				=	
				Total	
				2.50	x
				186.03	x
				1.3300	=
				\$618.55	
2.5 weeks generator to run electric hand tools during demo and install of medallions					
25	01 22 23 00-0824		EA	Fuel Reimbursement For GeneratorsPurchases made by the contractor for fuel will be reimbursed to the Contractor at the actual cost of the purchase, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The base cost of the purchase is \$1.00, quantity will adjust cost to actual purchase cost; i.e., quantity of 125 = \$125.00 purchase. If there are multiple purchases, each one shall be listed separately with a comment in the "note" block to identify the purchase.	\$215.46
				Installation	
				Quantity	
				Unit Price	
				Factor	
				=	
				Total	
				162.00	x
				1.00	x
				1.3300	=
				\$215.46	
2.5 weeks, 100 hours run time, x .54 gallons per hour, x \$3 per gallon = \$162					
26	01 22 23 00-1450		WK	1/2 To 3/4 Ton, 4 x 2 Light Duty Conventional Pickup Truck With Full-Time Truck Driver	\$6,594.01
				Installation	
				Quantity	
				Unit Price	
				Factor	
				=	
				Total	
				1.50	x
				3,305.27	x
				1.3300	=
				\$6,594.01	
Medallion pickup, transport to fabricator, return delivery to job site in multiple phases					
27	01 74 19 00-0014		EA	20 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$798.64
				Installation	
				Quantity	
				Unit Price	
				Factor	
				=	
				Total	
				1.00	x
				600.48	x
				1.3300	=
				\$798.64	
dumpster for medallion debris					
28	02 41 19 13-0287		IN	1" Diameter Drilling In Concrete Per Inch Of Depth	\$3,511.47
				Installation	
				Quantity	
				Unit Price	
				Factor	
				=	
				Total	
				1,228.00	x
				2.15	x
				1.3300	=
				\$3,511.47	
307 medallions, 4" deep hole for each = 1228 inches					
29	03 01 30 71-0008		SF	Patch Decks Or Floors With 1/8" To 1/4" Thick Cementitious Mortar	\$2,176.29
				Installation	
				Quantity	
				Unit Price	
				Factor	
				=	
				Total	
				307.00	x
				5.33	x
				1.3300	=
				\$2,176.29	
patch concrete to prepare for medallion install, 307 total					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 143886.00

Work Order Title: City of Lexington - Various Downtown Repairs

Proposal Name: City of Lexington - Various Downtown Repairs

Proposal Value: \$222,882.57

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Medallion Install					
30	03 01 30 71-0023		SF	Grinding Cured, Warped, Or Rough Concete SlabsUp to 1/8" of material per pass	\$322.56
			Installation	Quantity 307.00 x Unit Price 0.79 x Factor 1.3300 = Total \$322.56	
				grind existing concrete level to prepare for medallion install, 307total	
31	03 01 30 71-0038		SF	Clean Calcite/Staining On Concrete	\$6,818.78
			Installation	Quantity 307.00 x Unit Price 16.70 x Factor 1.3300 = Total \$6,818.78	
				clean existing concrete after medallion removal, 307 total	
32	03 21 11 00-0242		EA	1/2" Diameter x 24" Long, Deformed Straight Dowel	\$1,094.27
			Installation	Quantity 307.00 x Unit Price 2.68 x Factor 1.3300 = Total \$1,094.27	
				#4 rebar to weld to medallion, 307 total	
33	03 21 11 00-0242	0021		For Up To 12" Length, Deduct	-\$224.57
			Installation	Quantity 307.00 x Unit Price -0.55 x Factor 1.3300 = Total -\$224.57	
34	03 62 13 00-0006		SF	2" Deep, Non-Metallic Non-Shrink Grout For Bases	\$3,624.47
			Installation	Quantity 51.10 x Unit Price 53.33 x Factor 1.3300 = Total \$3,624.47	
				1" diameter hole by 4" deep grouting for medallion install. 1 sq in each hole x 2 for 4" deep x 307 = 51.1 SF	
35	05 05 21 00-0006		EA	>15 Spot Weldings, Welds Up To 1" Length Each	\$10,893.71
			Installation	Quantity 1,228.00 x Unit Price 6.67 x Factor 1.3300 = Total \$10,893.71	
				spot welding 4 spots per medallion 4 x 307 = 1228	
36	05 05 21 00-0006	0009		For Stainless Steel Welding, Add	\$2,939.83
			Installation	Quantity 1,228.00 x Unit Price 1.80 x Factor 1.3300 = Total \$2,939.83	
				low temperature weld on medallion	
37	05 05 21 00-0022		LF	1/8" Horizontal Or Flat Fillet Weld	\$2,008.89
			Installation	Quantity 307.00 x Unit Price 4.92 x Factor 1.3300 = Total \$2,008.89	
				full weld of rebar to medallion, 307 total	
38	05 05 21 00-0022	0009		For Stainless Steel Welding, Add	\$755.37
			Installation	Quantity 307.00 x Unit Price 1.85 x Factor 1.3300 = Total \$755.37	
				low temperature weld on medallion	
39	09 01 90 52-0005		SF	Chemical Clean, Brush And Wash, Concrete And Masonry Surfaces, Surface Preparation	\$489.97
			Installation	Quantity 614.00 x Unit Price 0.60 x Factor 1.3300 = Total \$489.97	
				clean medallion front and back 2 SF x 307 medallions = 614 SF	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 143886.00
Work Order Title: City of Lexington - Various Downtown Repairs

Proposal Name: City of Lexington - Various Downtown Repairs
Proposal Value: \$222,882.57

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Medallion Install					
40	09 01 90 52-0006		SF	Hand Scrape, Concrete And Masonry Surfaces, Surface Preparation	\$481.81
				Quantity Unit Price Factor = Total	
			Installation	614.00 x 0.59 x 1.3300 = \$481.81	
				surface prep medallion front and back 2 SF x 307 medallions = 614 SF	
41	10 14 16 00-0011		SF	Copper And Bronze Built-up PlaqueIncluding Emblem Size 1-4 SF Each	\$33,032.28
				Quantity Unit Price Factor = Total	
		X	Installation	307.00 x 80.90 x 1.3300 = \$33,032.28	
				remove existing medallion carefully, protect for transport to fabricator. Reinstall after fabrication of new mounting rebar. Material excluded. 1 SF each x 307 medallions = 307SF.	
Subtotal for Medallion Install					\$76,151.79
Paver Repairs					
42	31 05 13 00-0004		CY	3/8" Minus, ASTM C33, Screened/Washed Bedding Sand	\$551.80
				Quantity Unit Price Factor = Total	
			Installation	7.00 x 59.27 x 1.3300 = \$551.80	
				5 CY for paver bedding and filling joints	
43	31 05 13 00-0004	0053		For Up To 8, Add	\$110.32
				Quantity Unit Price Factor = Total	
			Installation	7.00 x 11.85 x 1.3300 = \$110.32	
44	31 23 16 36-0026		SY	Finish Grading For Building Foundations And Other Structures by Hand	\$22.47
				Quantity Unit Price Factor = Total	
			Installation	2.20 x 7.68 x 1.3300 = \$22.47	
				finish grade sand base for paver 20 SF / 9 = 2.2 SY	
45	32 14 16 00-0002		SF	4" x 8" x 2-1/4" Brick Paver, Laid Flat	\$403.52
				Quantity Unit Price Factor = Total	
			Installation	20.00 x 13.10 x 1.3300 = \$348.46	
			Demolition	20.00 x 2.07 x 1.3300 = \$55.06	
				brick paver removal and replacement, assume reusing existing bricks 20 SF	
46	32 14 16 00-0002	0118		For Up To 100, Add	\$114.65
				Quantity Unit Price Factor = Total	
			Installation	20.00 x 4.31 x 1.3300 = \$114.65	
Subtotal for Paver Repairs					\$1,202.76

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 42.32%

143886.00 City of Lexington - Various Downtown Repairs

8/26/25

Prodigy Building Solutions was only able to obtain 2 competitive quotes for the stainless steel removable and lockable bollards due to their special features. Please find enclosed the two quotes with the price per each comparison. 1-800 Bollards have been determined as the vendor with the lower price at \$1,401.35 each and this is included in the price proposal as a non-pre-priced item.

1-800-BOLLARDS

The Bollard Experts

10 Hughes Ste A105
Irvine, CA 92618-1966
Phone: 800-265-5273
Web: www.1800Bollards.com

Quote

Quote No.: QT008846
Quote Date: 8/13/2025
Delivery Date:
Expiration Date: 8/15/2025
Customer ID: C063968

SOLD TO:
ERIC GROH
9652 Inter Ocean Dr
West Chester OH 45246-1052
Email: egroh@buildingprodigy.com
Phone: 513-720-1872

SHIP TO:
BUILDING PRODIGY
9652 Inter Ocean Dr
West Chester OH 45246-1052

BILL TO:
BUILDING PRODIGY
9652 Inter Ocean Dr
West Chester OH 45246-1052

CUSTOMER P.O. NO.	JOB NAME	TERMS	SALESPERSON
	KENTUCKY STREETSCAPE	Prepayment in full	Lori Galindo
FOB POINT	SHIPPING TERMS	SHIP VIA SAIA	

NO.	ITEM	QTY.	UOM	PRICE	EXT. PRICE	TOTAL
1	Removable Padlock Stainless Steel 6" Schedule 10 Polished to #4 Finish STAINLESSGRADE: T-316 SS #4 FINISH CAP: SLOPED LENGTH: 48" ABOVEGRADE: 36" BELOWGRADE: 12"	35	EA	\$803.23	\$28,113.05	\$28,113.05
2	6" Embedment sleeve 12" Below Grade 316 Stainless Steel cover	35	EA	\$550.00	\$19,250.00	\$19,250.00

\$ 49,047.05

\$ 1,401.35 each

To Pay By Check:

Remit to:

1-800-BOLLARDS, Inc.
10 Hughes
Suite A105
Irvine, CA 92618-1911

Approved by: _____

Date: _____

Sales Total: \$47,363.05

Freight & Misc.: \$1,684.00

Tax Total: \$3,188.07

Total (USD): \$52,235.12

Assume Tax Exempt

PLEASE PROVIDE RESALE LICENSE OR TAX EXEMPT FORM

Page: 2 of 2

1-800-BOLLARDS
10 Hughes, Suite A105, Irvine, CA 92618-1911



Sales Quotation

QUOTE NUMBER: 115425

Sales Rep: Jeff Miller, Streetscape Prod
Project : TWON BRANCH COMMONS
Location: Lexington, KY USA

Quote Date: 8/13/2025
Valid To: 9/13/2025
Revision: 0

QTY	UNIT	ITEM ID	DESCRIPTION	UNIT PRICE	EXTENSION
6	Each	PIPE-4R-SS	36"x 4" Schedule 40 column, from 316L Stainless Steel, removable	\$1,407.00	\$8,442.00
6	Each	9000r-4	Cast Iron In ground receiver for 4" removable pipe bollard. Imbedded section finished black dip. Cover	\$429.00	\$2,574.00

Lead times vary by product and current demand.
Please contact Ironsmith for current lead times.
Quote valid for these items and quantities only.
Please insure items are correct for your project.

Sub Total \$11,016.00

Out of State 0.00% Sales Tax \$0.00

Freight One Load to: Lexington \$700.00

Frames and/or Receivers can ship separately for an additional \$445.00

TOTAL \$11,716.00

Typical lead time frames / receivers 3 to 4 weeks

Terms: 50% with order, balance before final shipment. See attached for complete terms and conditions.

\$11,716 for 6

\$1,952.67 ea.

1-800-BOLLARDS

The Bollard Experts

☐ SELECT DESIRED MATERIAL:
(6" NOMINAL SIZE)

- ☐ RPSS06000 SCH 10 STAINLESS STEEL
☐ RPSS06040 SCH 40 STAINLESS STEEL
☐ RPSS06080 SCH 80 STAINLESS STEEL
☐ RPCS06040 SCH 40 ASTM A-53 CARBON STEEL
☐ RPCS06080 SCH 80 ASTM A-53 CARBON STEEL

☐ SELECT DESIRED STAINLESS STEEL BOLLARD
FINISH:

- ☐ POLISHED #4 FINISH
☐ AS SPECIFIED _____

☐ SELECT DESIRED CARBON STEEL BOLLARD
FINISH:

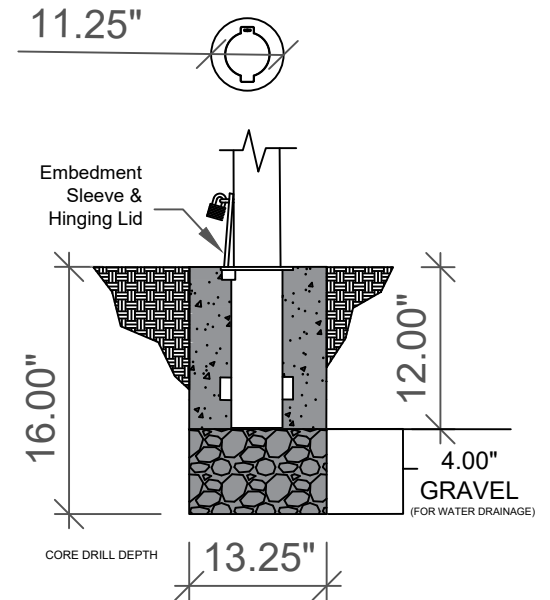
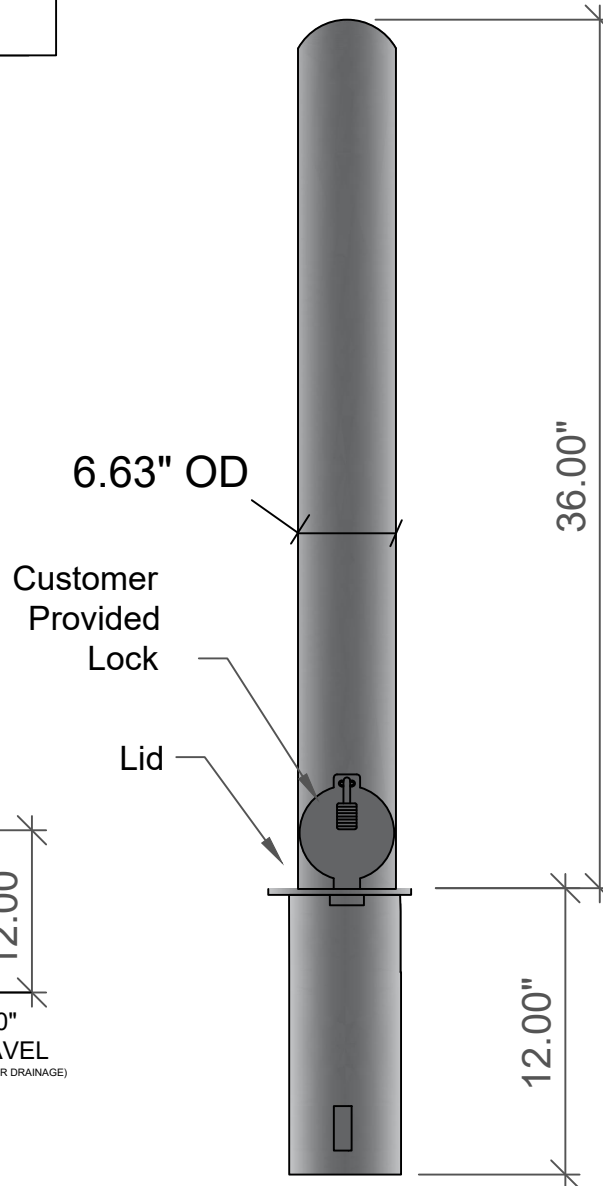
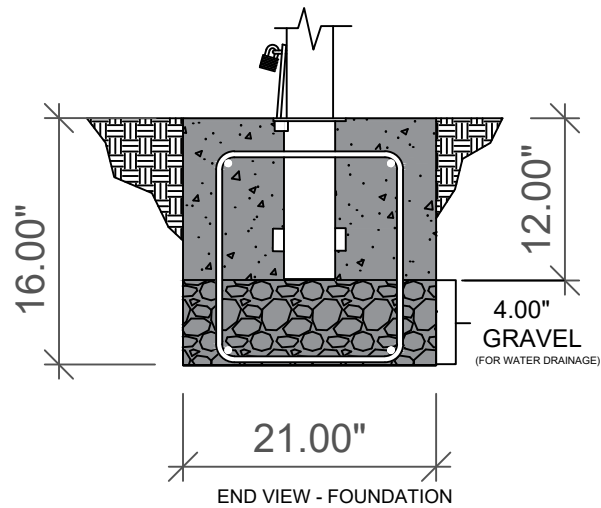
- ☐ POWDER COAT RAL # _____
☐ AS SPECIFIED _____

☐ SELECT DESIRED STAINLESS STEEL BOLLARD
MATERIAL:

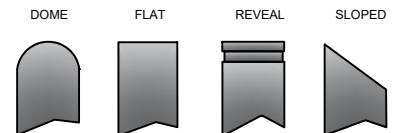
- ☐ TYPE 304
☐ TYPE 316

☐ SELECT DESIRED BOLLARD CAP STYLE:

- ☐ DOME
☐ FLAT
☐ REVEAL
☐ SLOPED



CORE DRILL MINIMUM DIAMETER



APPLICATION		PRODUCT SUB LINE	PADLOCK REMOVABLE	APPROVED BY	RELEASE DATE
NEXT ASSY	USED ON	1-800-BOLLARDS, Inc. 10 Hughes Suite A102 Irvine, CA 92618 PHONE: 1-800-BOLLARDS WEB: WWW.1800BOLLARDS.COM EMAIL: INFO@1800BOLLARDS.COM		TITLE	1-3-2023
				BOLLARD, PADLOCK REMOVABLE	

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE
CONSIDERED ACCURATE.



■ FX[®]-55

Carthage Mills FX-55 is a woven geotextile fabric made of high-tenacity polypropylene yarns woven into a stable network. FX-55 is part of the Carthage [FX[®] Slit-Film Series](#) of woven geotextiles, achieves higher tensile strengths at low elongation (high modulus), is inert to biological degradation, and resistant to naturally encountered chemicals, alkalis, and acids.

AASHTO M 288: Carthage FX-55 meets the geotextile requirements of Class 3, <50% elongation for Separation and Stabilization.

PROPERTY	TEST METHOD	DATA	
		METRIC	ENGLISH
☐ Mechanical			
Grab Tensile Strength	ASTM D 4632	0.89 kN	200 lbs
Grab Tensile Elongation		15%	
Trapezoidal Tear	ASTM D 4533	0.33 kN	75 lbs
CBR Puncture	ASTM D 6241	3.11 kN	700 lbs
☐ Endurance			
UV Resistance	ASTM D 4355	70% @ 500 hrs	
☐ Hydraulics / Filtration			
Permittivity ⁽¹⁾	ASTM D 4491	0.05 sec ⁻¹	
Water Flow Rate ⁽¹⁾		163 l/min/m ²	4 gpm/ft ²
Apparent Opening Size (AOS) ⁽¹⁾	ASTM D 4751	0.425 mm	40 US Std. Sieve
☐ Physical			
Standard Roll Sizes / Packaging / Weight	Measured (Typical)	3.8 m x 131.8 m 501.7 m ² 82 kg	12.5 ft x 432 ft 600 yd ² 180 lbs
		4.57 m x 109.7 m 501.7 m ² 82.5 kg	15.0 ft x 360 ft 600 yd ² 182 lbs
		5.33 m x 94.18 m 501.7 m ² 83.9 kg	17.5 ft x 309 ft 600 yd ² 185 lbs

NOTES: Mullen Burst Strength ASTM D 3786 is no longer recognized by ASTM D35 on Geosynthetics. Puncture Strength ASTM D 4833 is not recognized by AASHTO M 288 and has been replaced with CBR Puncture ASTM D 6241.

- ⁽¹⁾ At the time of manufacturing. Handling, storage and shipping may change these properties.
- Unless otherwise stated, all values stated here are Minimum Average Roll Values (MARV).
 - The properties reported above are effective 01-01-25 and are subject to change without notice.

» [AASHTO M 288: Geotextile Product Selection Guide](#)

Not Manufactured in the USA

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6000 GRANT LINE RD
NEW ALBANY IN 47150
Phone 812-246-4461 Fax 812-246-2678

Number	135321
Date	10/02/2025
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Ship-to: LEXCO
LEXINGTON COMMONS
LEXINGTON, KY 40503

Bill-to: 08T7958
*TRIUMPH PROJECT SERVICES
15110 OLD TAYLORSVILLE ROAD
LOUISVILLE, KY 40023

Reference #	Expires	Slsp	Terms	Wh	Freight	Ship Via
LEXCO	12/31/25	CL1	2% 10TH,NET 30	41	PREPAID	BESTWAY
Quoted By	KLK	Quoted To	MATT GIBSON			

Item	Description	Ordered	UM	Price	UM	Extension
B999	24"x24" ADA PAVERS NITTERHOUSE	70.00	EA	296.00	EA	20720.00
FCH	COLOR PG-65 MATT YELLOW	1.00	EA	900.00	EA	900.00
FZ2DEL	LTL FREIGHT TO NEW ALBANY DELIVERY CHARGE-ZONE 2	1.00	EA	250.00	EA	250.00

Merchandise	Misc	Tax	Freight	Total
1150.00	20720.00	1312.20		23182.20

KV

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SOQ



01-135321



143886.00 City of Lexington - Various Downtown Repairs

10/13/25 - Revised

Scope of work for the City of Lexington - Various Downtown Repairs.

1. Prodigy Building Solutions is pleased to provide pricing for the City of Lexington - Various Downtown Repairs. General Scope includes the following:

- a. Removal, cleaning, off-site fabrication of new mounting pin, and reinstallation of approximately **307** medallions in concrete walks.
 - i. Replacement medallions (if unable to be salvaged) need to be provided by the owner.
 - ii. All medallion installations will require surface preparation. Existing concrete will be drilled with 1" hole and filled with grout. Medallion with a single new 1/2" rebar pin will be installed in grouted holes and with adhesive to existing concrete.
- b. The contractor will repair settled pavers. Remove existing pavers and store them on-site. Install new sand bedding material, grade and compact to grade. Install pavers and infill joints with sand.
- c. The contractor will remove and replace (35) existing cast-in-place steel bollards and replace them with a similar but removable and lockable stainless-steel bollard.
 - i. New installation will require concrete removal, excavation, and new concrete for sleeve. New bollard will sit in the sleeve and will be removable with a locking mechanism. Owner to provide the locks.
 - ii. Included is the replacement of 70 ADA Pavers (2 per bollard location) including shipping from the original manufacturer used on the original project and having on-site during the bollard work. If during removal of the existing bollard the ADA pavers are broken, they will be replaced without delay. Installation includes core drilling the paver for placement with bollard sleeve and bituminous tack coat to adhere to concrete. Any unused pavers will be turned over to the City of Lexington for attic stock.

All debris will be hauled off-site and disposed of properly.

Payment and performance bond is included.

No permit costs are included.