

07/12/2001

Resolution

425-2001

EXHIBIT A

RESOLUTION NO. 425-2001

A RESOLUTION ACCEPTING THE BID OF MERIDIAN MANAGEMENT CORPORATION ESTABLISHING A PRICE CONTRACT FOR FACILITY MANAGEMENT SERVICES OF THE NEW COURTHOUSE COMPLEX AND AUTHORIZING AND DIRECTING THE MAYOR ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FACILITY MANAGEMENT SERVICES CONTRACT WITH MERIDIAN MANAGEMENT CORPORATION.

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

Section 1 - That the bid of Meridian Management Corporation establishing a price contract for facility management services of the New Courthouse Complex be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Facility Management Services Contract, which is attached hereto and incorporated herein by reference, with Meridian Management Corporation, for facility management of the New Courthouse Complex.

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

PASSED URBAN COUNTY COUNCIL: July 12, 2001



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: July 18, 2001-1t

ADMINISTRATIVE REVIEW FORM
Request For Council Action
For Instructions-See Reverse

350-01

I. DIRECTORS AND / OR COMMISSIONERS

Summary of Action Requested: Accept the proposal from Meridian Management Corporation to provide price contracted services for facility management at the New Courthouse Complex

Budgetary Implications: Yes No
If "Yes", provide the following information. Prepare and attach a B-102 if necessary.

FUNDING	ACCOUNT NUMBER	ANNUAL IMPACT
<input checked="" type="checkbox"/> Fully budgeted	507 490 752 410	\$ Price Contract
<input type="checkbox"/> Partially budgeted		\$
<input type="checkbox"/> Not budgeted		\$
Director's Signature: <i>[Signature]</i>	Date: 6-1-01	Commissioner's Signature: <i>[Signature]</i> Date: 6/13/01

FY 2002 BUDGET

II. LOGGED IN MAYOR'S OFFICE

Name: Debbie Jones Date: 6/15/01

III. ADMINISTRATIVE SERVICES REVIEW

Required Review	Initials / Date	Approve	Disapprove	Incomplete	Comments
Department of Law	<i>[Signature]</i> 6/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✓
Division of Budgeting	<i>[Signature]</i> 6/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Schedule No. _____ BA No. _____ Acct. No. <u>507 490 752 410</u>					
Fiscal Year <u>FY 2002</u> Annual Impact \$ _____ Current Balance \$ <u>860,000</u>					
Review if Relevant	Initials / Date	Approve	Disapprove	Incomplete	Comments
Division of Human Resources	<i>[Signature]</i> 6/28	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Housing & Community Development	<i>[Signature]</i> 6/28	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Department of Finance	<i>[Signature]</i> 6/28	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>
Department of General Services		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

IV. POST REVIEW ACTION TAKEN

Forward to Mayor _____ Hold/Return to Commissioner/Director _____

V. MAYOR REVIEW

____ New Business Item Approve Disapprove _____ Hold Until (Date) _____
____ Mayor's Report Item Approve _____ Disapprove _____ Hold Until (Date) _____
Mayor's Signature: *[Signature]* Date: 6-21-01

VI. WORK SESSION ACTION TAKEN

To Meeting Docket: (Send to Dept. of Law) Receive as Information _____
____ To Council _____ Committee _____ Other: _____
____ Refer to: _____
Council Administrator's Signature: *[Signature]* Date: 6-5-01

THE CONTRACT FOR FACILITIES MAINTENANCE, FAYETTE COUNTY COURTHOUSES

This is an Agreement entered into on July 12, 2001 between Lexington-Fayette Urban County Government (hereafter LFUCG) a public entity of the Commonwealth of Kentucky ("LFUCG") and Meridian Management ("Vendor") authorized to do business in the State of Florida in response to Request for Proposal #7-2001.

The parties to this Agreement, in consideration of the mutual covenants and promises contained in it, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, agree as follows:

Article I. TERMS

Section 1.01 The Vendor is an independent contractor pursuant to Kentucky law. The Vendor assumes full responsibility for completion of the services described below in accordance with Request for Proposal #7-2001 submitted to LFUCG by Vendor, and the Vendor's response submitted to the LFUCG, the provisions of which are incorporated into this Contract by reference, as if fully restated in the contract. The term Fayette County Courthouse's, used in the proposal, is referred to as LFUCG in this contract document. The term Administrator includes the LFUCG Contract Administrator or designee. Facility means the Fayette County Courthouse's, Lexington, Kentucky.

Section 1.02 The Vendor shall begin performance under the terms of this Agreement no earlier than July 16, 2001 and complete performance to the satisfaction of the County no later than December 15, 2002.

Section 1.03 The total costs for the Routine Facility Management Services are contained in Attachment A of this contract. The Attachments consists of a Pricing page for each building during the warranty and another set of Pricing Pages to cover the same buildings after the warranty period has expired. In addition, a page titled Pricing Assumptions is included in this Attachment. Payments shall be made in accordance with Section IV and Attachment A.

Section 1.04 This Agreement may be renewed. If renewed, it shall be on a yearly basis for annual periods not exceeding a total of four (4) years after the initial contract. Terms shall be in accordance with RFP #7-2001. Renewal shall be at the option of the LFUCG.

Section 1.05 The performance of the LFUCG of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the LFUCG, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods. The LFUCG shall give notice to Vendor of the non-availability of such funds when LFUCG has knowledge of such fact. Upon receipt of such notice by Vendor, Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

Article II. SCOPE OF SERVICES

Section 2.01 Vendor shall provide all management, supervision, labor, materials, supplies, and other required items to complete all required routine building maintenance in the Fayette County Courthouse's, as described in this contract document, the Vendor's Technical Proposal and subsequent clarifications, all of which is to be performed in strict accordance with the General Conditions, Special Conditions and Specifications of RFP #7-2001.

Section 2.02 It is intended that the Vendor shall perform a majority of the work under this Contract with its own forces, and shall not delegate, subcontract or direct a third party to perform any portion of the work except with the prior written approval of and under the conditions stipulated by the County.

Article III. LFUCG'S RESPONSIBILITY

Section 3.01 Pursuant to Section 4.01 of this agreement, the LFUCG shall endeavor to mail the Vendor's payment within thirty (30) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, if provided in accordance with the terms and conditions of the applicable purchase order/agreement. The LFUCG shall provide telephone lines to the Vendor; however, the Vendor shall pay for all telephone service.

FEB 8 2005 LAW DEPARTMENT

SERVICE CONTRACT FOR FACILITIES MAINTENANCE, FAYETTE COUNTY COURTHOUSES

Section 3.02 The LFUCG or its accountants or its designees may, during regular business hours inspect the Vendor's books and records as they may pertain to the costs incurred in furnishing the services and materials described in this Contract and RFP #7-2001, as deemed necessary by the LFUCG. The LFUCG reserves the right to request periodic reports.

Article IV. UNITS OF DELIVERABLES AND INSTRUCTIONS FOR INVOICE SUBMITTAL

Section 4.01 Vendor shall submit invoices in the format shown below. Invoices must be approved by the LFUCG Administrator before being submitted for payment. The Administrator shall certify that prices for supplies are monitored and approved as submitted.

- (a) Adjustments shall be made at the discretion of the Administrator for additional work or reduction of work, if required, as determined by the LFUCG in advance. Work must be completed and approved by the Administrator before payment can be processed. Overtime is allowed, upon advance written approval of the Administrator, in accordance with the Fair Labor Standards Act.
- (b) All bills and invoices for fees or other compensation for services or expenses shall cite the Agreement number and shall be submitted to the Administrator in detail sufficient for a proper pre-audit and post-audit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.
- (c) INVOICES: A total invoice shall be submitted monthly on the fifth working day of the following month. Periodic reports may be requested by the Administrator for review.
 - 1) Example of Invoice: To be agreed upon on first submission.
- (d) OTHER: Invoices for commodities or services not classified above shall be negotiated between Vendor and LFUCG. Invoices shall be submitted in detail for a proper pre-audit and post-audit of them. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought.

Article V. SPECIFIC CONDITIONS FOR THIS CONTRACT

Section 5.01 All performance of work shall be subject to inspection and approval by the Administrator or designee, as provided in RFP #7-2001. If the Vendor's performance is or becomes unsatisfactory, as reasonably determined by the Administrator, the vendor will be notified in writing. The vendor will be given a reasonable amount of time to either correct the unsatisfactory situation or respond to the LFUCG as to why the situation is beyond control of the Vendor. The correction of unsatisfactory performance within the Vendor's control shall be at no additional cost to the LFUCG.

Section 5.02 The contract specifications may be amended from time to time, as deemed necessary by the Administrator. Changes must be approved by the LFUCG Urban County Council and signed by the Mayor. Changes may involve the reallocation of work among the routine work personnel, increases or decreases in routine work man-hours, changes in work procedures, changes in shift times, changes in supply items and the like.

Section 5.03 In the event of additions to or decreases in the man-hours required for routine work, as the Administrator may direct, the approved work-hours shall be increased or decreased as appropriate.

Article VI. NON-PERFORMANCE OF WORK

Section 6.01 The Administrator and/or his designated alternate will conduct random inspections of the facilities to determine if the Vendors services are satisfactory. The LFUCG will inform the Vendor in writing within five (5) workdays of any conditions that are considered unsatisfactory. The Vendor shall have five (5) work days to either correct the condition or explain to the LFUCG as why it can not be corrected.

Section 6.02 Routine work will be considered not to have been performed when any one of the following conditions exists:

- (a) The prescribed work tasks in an area were not performed within agreed response times.
- (b) Specified equipment, parts and/or materials were not used or could not satisfy and/or sustain operating requirements at the time of the performance of the work.
- (c) The required P.M. tasks were not performed within the scheduled interval.
- (d) The work is of such quality as to require it to be done again.
- (e) Ineffective use of staff.

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Section 6.03 Minor Project work will be considered not to have been performed when any one of the following conditions exists:

- (a) The tasks were not performed in strict accordance with the project performance standards.
- (b) Specified equipment, parts and/or materials were not used or could not satisfy and/or sustain operating requirements at the time of the performance of the work.
- (c) The project tasks were not performed within the period specified in the work order.
- (d) The project tasks as requested by written work order were not completed in its entirety.

Article VII. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Section 7.01 Vendor covenants and agrees that it, its agents and employees will comply with all municipal, county, state, and federal laws, rules, regulations, and ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

Section 7.02 If any strike, boycott, picketing, work stoppage, slow down, or other labor activity is directed against the Vendor at the Fayette County Courthouse's, which results in the curtailment or discontinuation of services performed by the Vendor, the LFUCG shall have the unrestricted right during the period of the strike, work stoppage, or slow down to cause itself or any third person or persons to perform such services of Vendor as would otherwise be provided using such equipment which is used by the Vendor, and without cost to the LFUCG. Vendor shall not be entitled to payment during the period, or during the time of war, acts of God, or natural disasters in which routine or non-routine work can not be performed.

Article VIII. SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Section 8.01 This Contract and all rights and responsibilities there under, may not be assigned by Vendor.

Section 8.02 It is intended that Vendor shall perform a majority of the work under this Contract with his own forces, and shall not delegate or subcontract or direct a third party to perform any portion of the work except with the prior written approval of, and under the conditions stipulated by LFUCG.

Article IX. EQUIPMENT, MATERIALS, AND SUPPLIES

Section 9.01 The Vendor shall furnish all supplies necessary to completely and effectively perform all work defined in this Contract.

Article X. STORAGE SPACE: Contractor shall store its supplies, materials, and equipment in storage areas designated by the Administrator. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations.

Article XI. ACCESS

Section 11.01 Access to the buildings at the facility shall be as directed by the Administrator at the Facility. Contractor's employees may not leave their assigned work area during working hours except in case of emergency and with the approval of the Administrator or his designee.

Section 11.02 Contractors employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized Contractor employee.

Article XII. EMERGENCY: The Contractor shall make his entire work force assigned to the Fayette County courthouse's and materials to secure the Facility available for protection of life and property in the event of a disaster such as, but not limited to, hurricanes, tornadoes, floods and fires. The Contractor shall do such work as directed by the Administrator and shall keep all pertinent records of work performed. The Contractor shall be separately reimbursed by change order for all such work performed which is beyond the scope of this contract.

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Article XIII. SAFETY: For all operations requiring the placing and movement of equipment, Contractor shall observe and exercise, and compel its employees to observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement and activities of the visitors and employees of the Courts. All placement, movement, activities, operation, and performance of work will be done in a safe manner. Contractor shall abide by all OSHA safety regulations and shall have regular monthly safety meetings with all employees.

Article XIV. SECURITY CHECKS: Before hiring an employee to work at the Fayette County Courthouse's, Vendor shall first obtain and review a security report from the local police department covering the prospective employee. Contractor to verify background of all prospective employees.

Article XV. ALCOHOL AND NARCOTICS: The Vendor covenants and agrees that it will not bring or permit to be brought into the Facility any beer, wine, or spirits; narcotic, hallucinogenic, or dangerous drugs, nor cannabis. Vendor will take disciplinary action commensurate with the circumstances against any employee who brings onto or uses on the Facility any of these substances. The vendor will perform pre-employment drug testing on all potential applicants before they are allowed access to the Facility.

Article XVI. KEY CONTROL: The Vendor shall be solely responsible for any keys to buildings or Facilities furnished to it or its employees. Should keys be lost or stolen, it will be the responsibility of the Vendor to notify the LFUCG. The LFUCG may re-key any structure at its option. Should the decision be made to re-key, this shall be charged at the full cost of re-keying to the Contractor and withheld from monies due the Contractor.

Article XVII. PERFORMANCE EVALUATION MEETINGS: The Vendor or his representative shall meet with the Administrator weekly during the first three (3) months of the term of the Contract. Additional meetings shall be as often as necessary at the discretion of the Administrator. The purpose of these meetings is to resolve identified problems and issues that arise during the term of the Contract. Written minutes will be acknowledged and signed by both parties.

Article XVIII. CONFLICT IN DOCUMENTS: If there is a conflict between any of the terms of this Contract and other documents referenced in this Contract, conditions stated in the RFP take precedence.

Article XIX. CANCELLATION: Either the County or Vendor, giving thirty (30) days advance written notice, may cancel this contract. The LFUCG shall be liable only for payment of services rendered, allowable expenses incurred or both, prior to the effective date of termination within the limits of the description provided in this Contract.

Article XX. STANDARD CONDITIONS

Section 20.01 RISK: Each party assumes any and all risk of personal injury, death and property damage attributable to the negligent acts or omissions of that party and its officers, employees and agents. Vendor also assumes such risk with respect to the negligent acts or omissions of persons subcontracting with the Vendor or otherwise acting or engaged to act at the instance of the Vendor in furtherance of Vendor fulfilling Vendor's obligations under this agreement.

Section 20.02 INSURANCE: The Vendor will maintain in full force and effect the types and amounts as depicted in Clause 1.4, Risk Management Provisions of RFP #7-2001.

Article XXI. CHANGES APPROVED: Any renewals, amendments, alterations or modifications to this Contract must be signed or initialed and approved by the signatories to this Contract.

Article XXII. GOVERNING LAWS: The validity, construction and effect of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. The LFUCG is entitled to the benefits of sovereign immunity, including immunities from taxation. In the event either party is required to obtain from any governmental authority any permit, license or

SERVICE CONTRACT FOR FACILITIES MAINTENANCE, FAYETTE COUNTY COURTHOUSES

authorization as a prerequisite to perform its obligations under this Agreement, the cost shall be borne by the party required to obtain such permit, license or authorization.

Article XXIII. CONFLICT OF INTEREST: The Vendor certifies that to the best of its knowledge and belief, no individual employed by it or subcontracted by it has an immediate relation to any employee of the LFUCG who was directly or indirectly involved in the procurement of the services described in this Agreement. Violation of this section by Vendor shall be grounds for cancellation of this Agreement by the LFUCG.

Article XXIV. INDEMNIFICATION AND HOLD HARMLESS: Both the LFUCG and the Vendor agrees to indemnify and hold free and harmless, and defend each other and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or are alleged to have arisen, or resulted or are alleged to have resulted from activities of every kind and nature whatsoever of either party or its officers, employees, agents and contractors, in connection with this Agreement.

Article XXV. FORCE MAJUERE: The Vendor will not be held responsible for the costs related to repairs or responsive services that result from Acts of God, negligence or vandalism by others or other situations beyond the control of the Vendor.

Article XXVI. TERMINATION: Each term and condition of this Contract is material and any breach or default by the Vendor in the performance of each such term and condition shall be a material breach or default of the entire Contract for which the LFUCG shall have the right to terminate this Contract immediately upon notice to the Vendor and without termination penalty to the LFUCG.

Article XXVII. RELATIONSHIP: It is understood and agreed that nothing contained in this Contract is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or as constituting Vendor as the agent or representative of the LFUCG for any purpose in any manner whatsoever. Vendor is not authorized to bind the LFUCG to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that the Vendor and LFUCG are partners or that the Vendor is the agent or representative of the LFUCG for any purpose or in any manner whatsoever.

Article XXVIII. REPRESENTATIVES: The Administrator of this Contract for the LFUCG is the Director of Building Maintenance (or Designee). The Vendor's representative for purposes of this Contract shall be Elliott Horne (or Designee).

Article XXIX. NON-DISCRIMINATION: It is the policy of the LFUCG that no citizen of the United States or any other person within the jurisdiction there-of shall, on the grounds of race, religion, color, sex, age, handicap, veteran status or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of the LFUCG. The Vendor/Contractor shall abide by this same policy.

Article XXX. CONTRACT DOCUMENTS: All documents submitted as part of Vendor's offer are incorporated into this Agreement by this reference. In case of inconsistency between any provision in any such documents and the provisions of this Agreement, the provisions of this Agreement will govern. This Agreement and such documents embody the entire agreement of the parties and there are no other representations, promises, agreements, conditions or understandings, either oral or written between the LFUCG and Vendor other than are set forth in this Agreement. No subsequent alteration, amendment change or addition to this Agreement shall be binding upon either the LFUCG or Vendor unless reduced to writing and signed by them and by direct reference made a part of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have signed this Contract effective beginning on the date first appearing above.

SERVICE CONTRACT FOR FACILITIES MAINTENANCE, FAYETTE
COUNTY COURTHOUSES

VENDOR

Meridian Management Corporation
818 A1A North Highway
Suite 313
Ponte Vedra Beach, FL 32082

By: Edbert Hane
*Signature

As its: Executive Vice President

** By the signature of the person
signing for the Vendor, such
person represents that such person is
authorized to bind and does bind
the Vendor to this Agreement.*

COUNTY

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

By: Ram Miller
*Signature

As its: Mayor

Approved as to form and legality

By: _____

As its: _____

Meridian Management Corporation***RFP # 7-2001-Facility Management Services
Lexington-Fayette Urban County Government*****Pricing Assumptions:**

The following assumptions were used when pricing the facility management services at the Lexington-Fayette Urban County facilities:

1. We are submitting four pricing sheets. Two pricing sheets are for services performed during the "warranty period" which we are assuming to be a twelve (12) month period. The other pricing sheets are for the twelve (12) month period following the "warranty period". The pricing sheets are broken out by buildings.
2. The Circuit Court Building is designated as Building #1 with an anticipated opening date of October 1, 2001. The District Court Building is designated as Building #2 with an anticipated opening date of December 15, 2001.
3. Based upon the Circuit Court Building opening on October 1, 2001, the following costs are allocated to this building during the warranty period:
 - a. Trane chillers and associated pumps
 - b. Building Automated System
 - c. Cooling tower
 - d. Emergency generator
 - e. Engineering staff
 - f. Overhead costs such as bond, office expense, start up costs.

The pricing for the costs after the end of the warranty period is reflected in the appropriate buildings.

4. The pricing for the costs after the end of the warranty period is reflected in the appropriate buildings.
5. All overhead costs have been included in Building #1 since they will start upon the opening of the first building. This includes the Building Manager.
6. After the Warranty Period term has expired the pricing structure will then allocate costs to both buildings based on gross square footage.

It was our opinion that by separating the pricing in this manner we can accurately reflect the true cost element as it relates to the period of time it will be incurred. In addition, the payment of services by the County will line up with the actual expense that occurred. However, notwithstanding our suggested approach, we welcome and encourage any further discussion the County may have in the method of pricing we employed. We are looking forward to providing Lexington-Fayette-Urban County the best possible service in the most cost effective manner possible. We are confident we can bring this same combination (low price/ high service level) to this facility that we were able to create at the Kenton County Justice Center.

21 June 2001

ADDITIONAL PRICING PAGE FOR COST DURING WARRANTY PERIOD

(COURT BUILDING)

PRICING:

Service Area	Building #1 and #2 (ROUNDED) Cost Per Gross Square Foot	Annual Cost
1. Cleaning	\$ <u>.93</u>	\$ <u>119,869⁰⁰</u>
2. Electrical	\$ <u>.11</u>	\$ <u>13,528⁰⁰</u>
3. Heating, Ventilating and Air Conditioning	\$ <u>.07</u>	\$ <u>9,075⁰⁰</u>
4. Plumbing	\$ <u>.06</u>	\$ <u>8,118⁰⁰</u>
5. General Exterior Maintenance	\$ <u>.04</u>	\$ <u>5,412⁰⁰</u>
6. Sprinkler System	\$ <u>.01</u>	\$ <u>1,350⁰⁰</u>
7. Fire Alarm System	\$ <u>—</u>	\$ <u>0</u>
8. Elevator Maintenance	\$ <u>—</u>	\$ <u>0</u>
9. Pest Service	\$ <u>.007</u>	\$ <u>950⁰⁰</u>
10. General Grounds Maintenance	\$ <u>.008</u>	\$ <u>1,063⁰⁰</u>
11. General Interior Maintenance	\$ <u>.21</u>	\$ <u>27,059⁰⁰</u>
12. Lobby and Common Area Maintenance	\$ <u>—</u>	\$ <u>NOT Separately Priced</u>
13. Administrative and Office Costs	\$ <u>.10</u>	\$ <u>12,738⁰⁰</u>
14. Chief Engineer	\$ <u>.44</u>	\$ <u>55,704⁰⁰</u>
15. Supervisor/Manager	\$ <u>.52</u>	\$ <u>66,231⁰⁰</u>
16. Bond Costs	\$ <u>.02</u>	\$ <u>3,000⁰⁰</u>
TOTAL COST ITEMS 1-17-16	\$ <u>2.54</u>	\$ <u>324,097⁰⁰</u>
17. Management Fees	\$ <u>.55</u>	\$ <u>70,377⁰⁰</u>
TOTAL COST ALL ITEMS	\$ <u>3.09</u>	\$ <u>394,474⁰⁰</u>
18. Start Up Costs	\$ <u>.07</u>	\$ <u>8,714⁰⁰</u>
19. Per Porter (if needed)	\$ <u>.14</u>	\$ <u>18,000⁰⁰</u>

Monthly Fee For Chief Engineer

From July 16, 2001 through the opening of both buildings, the monthly fee will be used for payment. Payment will be made based upon the proposed square footage cost immediately upon completion of both buildings.

Monthly Fee for Chief Engineer Only \$ 4,642⁰⁰ monthly

MONTHLY FEE FOR SUPV/SUBG MGR \$ 5,519⁰⁰ MONTHLY

ADDITIONAL PRICING PAGE FOR COST DURING WARRANTY PERIOD

PRICING:

13RICT COURT BUILDING

Service Area	Building #1 and #2 (Rounded)	
	Cost Per Gross Square Foot	Annual Cost
1. Cleaning	\$.62	\$ 82,364 ⁰⁰
2. Electrical	\$.008	\$ 1,146 ⁰⁰
3. Heating, Ventilating and Air Conditioning	\$ 0	\$ 0
4. Plumbing	\$.005	\$ 688 ⁰⁰
5. General Exterior Maintenance	\$.003	\$ 458 ⁰⁰
6. Sprinkler System	\$.010	\$ 1,350 ⁰⁰
7. Fire Alarm System	\$ 0	\$ 0
8. Elevator Maintenance	\$ 0	\$ 0
9. Pest Service	\$.007	\$ 950. ⁰⁰
10. General Grounds Maintenance	\$ 0	\$ 0
11. General Interior Maintenance	\$.017	\$ 2,292 ⁰⁰
12. Lobby and Common Area Maintenance	\$ —	\$ NOT SEPARATELY PRICED
13. Administrative and Office Costs	\$ 0	\$ 0
14. Chief Engineer	\$ 0	\$ 0
15. Supervisor/Manager	\$ 0	\$ 0
16. Bond Costs	\$ 0	\$ 0
TOTAL COST ITEMS 1-17 16	\$.67	\$ 89,248 ⁰⁰
17. Management Fees	\$.14	\$ 18,742 ⁰⁰
TOTAL COST ALL ITEMS	\$.81	\$ 107,990 ⁰⁰
18. Start Up Costs	\$ N/A	\$ N/A
19. Per Porter (if needed)	\$.13	\$ 18,000 ⁰⁰

Monthly Fee For Chief Engineer

From July 16, 2001 through the opening of both buildings, the monthly fee will be used for payment. Payment will be made based upon the proposed square footage cost immediately upon completion of both buildings.

Monthly Fee for Chief Engineer Only \$ N/A monthly

MONTHLY FEE FOR SUPV/BUDG MGR \$ N/A MONTHLY

COSTS AFTER WARRANTY PERIOD

PRICING:

C WT COURT BUILDING

Building #1 and #2 (Rounded)
Cost Per Gross Square Foot Annual Cost

Service Area	Cost Per Gross Square Foot	Annual Cost
1. Cleaning	\$.84	\$ 107,889 ⁰⁰
2. Electrical	\$.06	\$ 7,217 ⁰⁰
3. Heating, Ventilating and Air Conditioning	\$.07	\$ 8,442 ⁰⁰
4. Plumbing	\$.03	\$ 4,330 ⁰⁰
5. Elevators	\$	\$
6. General Exterior Maintenance	\$.02	\$ 2,887 ⁰⁰
7. Sprinkler System	\$.01	\$ 1,600 ⁰⁰
8. Fire Alarm System	\$.05	\$ 6,415 ⁰⁰
9. Elevator Maintenance	\$.23	\$ 30,000 ⁰⁰
10. Pest Service	\$.007	\$ 950 ⁰⁰
11. General Grounds Maintenance	\$.002	\$ 213 ⁰⁰
12. General Interior Maintenance	\$.11	\$ 14,434 ⁰⁰
13. Lobby and Common Area Maintenance	\$ -	not Separately Priced
14. Administrative and Office Costs	\$.05	\$ 6,182 ⁰⁰
15. Chief Engineer	\$.22	\$ 27,852 ⁰⁰
16. Supervisor/Manager	\$.26	\$ 33,116 ⁰⁰
17. Bond Costs	\$.01	\$ 1,500 ⁰⁰
TOTAL COST ITEMS 1-17	\$ 1.98	\$ 253,027 ⁰⁰
18. Management Fees	\$.42	\$ 53,136 ⁰⁰
TOTAL COST ALL ITEMS	\$ 2.40	\$ 306,163 ⁰⁰
19. Start Up Costs	\$ N/A	\$ N/A
20. Per Porter (if needed)	\$.14	\$ 18,000 ⁰⁰

Monthly Fee For Chief Engineer

From July 16, 2001 through the opening of both buildings, the monthly fee will be used for payment. Payment will be made based upon the proposed square footage cost immediately upon completion of both buildings.

Monthly Fee for Chief Engineer Only \$ N/A monthly

MONTHLY FEE FOR JURY/BUDG MGR # N/A MONTHLY

COSTS AFTER WARRANTY PERIOD

DISTRICT COURT BUILDING

PRICING:

Service Area	Building #1 and #2 (Rounded)	
	Cost Per Gross Square Foot	Annual Cost
1. Cleaning	\$.80	\$ 106,889 ⁰⁰
2. Electrical	\$.05	\$ 7,037 ⁰⁰
3. Heating, Ventilating and Air Conditioning	\$.06	\$ 8,442 ⁰⁰
4. Plumbing	\$.03	\$ 4,222 ⁰⁰
5. Elevators	\$ —	\$ —
6. General Exterior Maintenance	\$.02	\$ 2,815 ⁰⁰
7. Sprinkler System	\$.01	\$ 1,600 ⁰⁰
8. Fire Alarm System	\$.05	\$ 6,415 ⁰⁰
9. Elevator Maintenance	\$.18	\$ 23,868 ⁰⁰
10. Pest Service	\$.007	\$ 950 ⁰⁰
11. General Grounds Maintenance	\$.002	\$ 213 ⁰⁰
12. General Interior Maintenance	\$.11	\$ 14,074 ⁰⁰
13. Lobby and Common Area Maintenance	\$ —	\$ NOT SEPARATELY PRICED
14. Administrative and Office Costs	\$.05	\$ 6,181 ⁰⁰
15. Chief Engineer	\$.21	\$ 27,852 ⁰⁰
16. Supervisor/Manager	\$.25	\$ 33,115 ⁰⁰
17. Bond Costs	\$.01	\$ 1,500 ⁰⁰
TOTAL COST ITEMS 1-17	\$ 1.84	\$ 245,173 ⁰⁰
18. Management Fees	\$.39	\$ 51,486 ⁰⁰
TOTAL COST ALL ITEMS	\$ 2.22	\$ 296,659 ⁰⁰
19. Start Up Costs	\$ N/A	\$ N/A
20. Per Porter (if needed)	\$.13	\$ 18,000 ⁰⁰

Monthly Fee For Chief Engineer

From July 16, 2001 through the opening of both buildings, the monthly fee will be used for payment. Payment will be made based upon the proposed square footage cost immediately upon completion of both buildings.

Monthly Fee for Chief Engineer Only \$ N/A monthly

MONTHLY FEE FOR JAN/BLDG MGR # N/A MONTHLY

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FAYETTE COUNTY COURTHOUSE FACILITIES
MANAGEMENT CONTRACT
GENERAL INFORMATION AND REQUIREMENTS**

DEFINITIONS

1. "LFUCG" or "Owner" is defined as Lexington-Fayette Urban County Government.
2. "AOC" is defined as Administrative Office of the Courts
3. "General Buildings" and "Buildings" are defined as that part or parts of the Buildings that are not specifically mentioned elsewhere within these response specifications, including all holding cells and prisoner handling areas.
4. "Manager" or "Contractor" is defined as the selected Maintenance Management Contractor.

IMPORTANT STAFF AND WAGE NOTE

For response purposes, the Manager should provide staffing that consists of, but is not limited to, the following:

- One (1) full time Building Manager
- One (1) full time Chief Engineer – this person will be required to be on-site full time beginning no later than July 16, 2001 (assuming contract is awarded by that date), to participate in inspection processes, systems commissioning, systems training, and any other applications deemed necessary to make the certain the Maintenance Management Contractor is familiar with the operations of the facilities when they are occupied.
- Custodial and General Maintenance staffing and Supervision equal to fulfill the specification's requirements

GENERAL INFORMATION

The Lexington-Fayette Urban County Government, the Administrative Office of the Courts, or the other tenants of the facilities will be responsible for providing the following items:

In occupied areas (excluding Manager's office(s)):

- Furniture
- Trash receptacles
- Recycling receptacles

The Manager will be responsible for coordinating with the LFUCG Division of Solid Waste to establish procedures for recycling the following materials:

- Office paper – all colors
- Cans from canteen areas
- Cardboard and corrugated cardboard boxes

The LFUCG will provide all required containers and service personnel to empty these units weekly.

The LFUCG owns the Buildings and has ultimately responsibility for them. The Manager will be employed by the LFUCG. However, the AOC, through the Chief Circuit Judge's designee and alternate, shall have primary responsibility for day-to-day contact with the Manager.

No modifications to the Buildings may be made without the written approval of the LFUCG Division of Building Maintenance and Construction or Division of Central Purchasing. The LFUCG, AOC (if applicable) and the Manager, prior to any modifications being made, will approve lump sum pricing in advance of any modifications, and appropriate purchasing documents shall be supplied to the Manager prior to initiating any such modifications.

AOC RESPONSIBILITIES AND MAINTENANCE EMPLOYEES

The AOC currently has three (3) full time first shift employees that will remain as members of the team servicing the Buildings. These employees shall be supervised by the AOC but will be operationally controlled by the Manager. It is envisioned that these individuals shall act as day porters and provide setup and breakdown services for meetings and other scheduled activities, as well as provide some of the daily custodial responsibilities required. The Chief Circuit Court Judge's designee or alternate shall be the contact for supervisory problems related to these AOC employees.

BUILDINGS OCCUPATION AND MANAGER INVOICING

All per square foot payments to the Manager for the Buildings will be calculated on the square footage of each building at the time of occupancy. The cost for the Chief Engineer to be on-site at the Buildings will be established as a monthly fee prior to occupancy of both the Buildings. Payment for the Managers services shall be invoiced monthly through the Division of Building Maintenance and Construction, 1555 Old Frankfort Pike, Lexington, KY 40504. Invoices shall reference the current year's LFUCG Purchase Order number. Purchase orders shall run from July 1st through June 30th of each calendar year, and shall be processed for the full amount of the contract agreement.

The Lexington-Fayette Urban County Government expects to occupy and open the facilities in the time frame indicated below, however these dates are not established as official at the time proposals will be received and may change based on actual construction activities. Activities related to this proposal may be phased in after each building reaches a stage of "substantial completion."

- Circuit Court Building – October 1, 2001
- District Court Building – December 15, 2001

GENERAL BUILDINGS REQUIREMENTS

Manager shall provide all labor, materials, parts, equipment, services, and supervision for operating, maintaining and repair of the General Buildings, as hereinafter specified and as may be required to keep the General Buildings in a first class and immaculate condition.

However, if a major failure occurs in any of the following equipment, the LFUCG will work with the Manager to establish an acceptable lump sum price, or will follow LFUCG purchasing guidelines to contract out the work to another vendor, for repairs or replacement, provided that such failures were not caused by the negligence of the Manager in providing the preventive maintenance and/or contract service levels covered by these specifications. Units included are limited to chillers, boilers, emergency power generator, motor control centers, and electrical switchgear.

Manager shall provide all materials, tools and supplies necessary to maintain a continuous program of interior repair and painting.

Loading dock must have a dock porter available to handle the receiving and distribution of various commodities throughout the Buildings. The loading dock porter will examine all items received for apparent visible damage(s), record and note such findings to the receiving tenant and on all related receiving documents.

The Manager will remove all rubbish from the Buildings daily.

The Manger shall contract with M&M Sanitation to provide and service, as needed but no less than weekly, a lockable 30 yard self contained waste compactor in the designated area in the basement of the District Court Building. The cost of this contract is to be paid by the Manger.

LFUCG personnel will remove recycled paper and cans from the buildings weekly.

The Manager will contract for monthly exterminating services to keep the Buildings free from all pests that could affect the Building or the health of any person or persons occupying or using the Buildings. Such service shall be performed by technician licensed by the Commonwealth of Kentucky and shall be done using EPA approved chemicals. The Manager shall maintain a copy of all associated MSD sheets for the chemicals being used in the Buildings. The Manager will pay for this contract.

The Manager is responsible for the buildings fire safety system including the emergency evacuation plans, fire drills and related functions. Manager's building staff will include at least one person certified in fire safety and evacuation. All evacuation plans must be reviewed and approved by the LFUCG Division of Risk Management and Division of Environmental and Emergency Management.

The Manager will receive all calls, or, if approved, e-mails or other forms of communication from the LFUCG, AOC and other building tenants regarding service, maintenance and repairs. Manager is responsible to prepare and distribute a Buildings Procedures Manual to Buildings occupants after approval by the Lexington-Fayette Urban County Government and within ninety (90) days after execution of this contract. This manual will set forth policies and procedures including but not limited to the following:

- Buildings security, fire safety, and emergency evacuation procedures
- Custodial services
- Maintenance and repairs
- Building alterations, modifications and improvements

The Manager is responsible to maintain and repair all holding cells and all other prisoner handling areas in the Buildings. This includes, but is not limited to, plumbing and plumbing fixtures, electrical fixtures, bulbs and ballast.

The Manager shall dispose of bulbs and ballast in compliance with the Lexington-Fayette Urban County Government's universal waste program guidelines and policies. Additionally, the Manager shall insure that low mercury content fluorescent lamps be used when replacing burned-out fluorescent lamps, in order to protect the environment and to preclude having to treat broken fluorescent lamps as hazardous wastes due to mercury content.

The Manager will be responsible for documenting all daily/weekly/monthly/ yearly work performed as required by this contract. At the termination of the contract all logs and other documents become the property of the LFUCG.

The Manager may use a computerized maintenance management system (CMMS) in place of manual logs to document such work or activities. However, if using a CMMS, the Manager must provide the LFUCG with monthly/quarterly/yearly reports that document work performed. In addition, all data compiled by the Manager's CMMS must be able to be exported to Microsoft Excel or Access files that will become the property of the LFUCG at the termination of the contract.

The Manager is responsible for all tests, inspections, and reports required by the Commonwealth of Kentucky or the LFUCG for operation of all appropriate building components, including but not limited to:

1. Elevators – monthly/annually
2. Sprinkler systems – quarterly
3. Fire alarm systems, including monitoring thereof – daily/monthly/annually
4. Fire extinguishers

Documentation of compliance is to be kept on file at the site, and made available to the LFUCG as requested. In addition, all such documentation it become the property of the LFUCG at the termination of this contract.

The Manager is responsible for snow and ice removal on sidewalks and pedestrian areas contiguous to the Buildings.

The Manager will provide day porters, in addition to the ones provided by the AOC, at a staffing level agreed to by the AOC and the LFUCG based on level of service needs. The Manager shall provide a per square foot/per porter price/per year for this service.

The Manager may be asked to clean the Buildings, seal and wax all floors, clean windows, etc. prior to occupancy for each unit. If so, a lump sum unit price per building will be agreed upon by the Manager and the LFUCG prior to the Manager providing these services.

Should any additional scope item be identified that the LFUCG and Manager agree are not covered under the terms and conditions of these specifications or the submitted and approved proposal, the LFUCG and the Manager will negotiate a cost to provide such items or services and the contract amount shall be adjusted accordingly.

At the termination of this contract, the Manager and the LFUCG will determine an appropriate plan for transitioning to a new maintenance management contractor that will include but not be limited to: systems training for the new company, transfer of service contract agreements, general building and system familiarity tours, and others to be determined appropriate by the LFUCG. The Manager shall base such transitional staffing on a lump sum amount agreed to by the Manager and the LFUCG prior to the termination of this contract.

GENERAL OFFICE AND ACCOUNTING OFFICE REQUIREMENTS

The Manager shall provide all labor, materials, equipment, services and supervision for the operation of the management office of the Buildings, as hereinafter specified. Office must be open during regular business hours and must be staffed at a minimum by an on-site, full time building manager, chief engineer, director of housekeeping, and any necessary clerical support staff.

The on-site building manager shall have a minimum of five (5) years experience as a building manager, with experience in managing facilities containing a minimum of 150,000 square feet.

Include any general auditing or legal fees that may occur in regard to the Buildings operation.

The cost of the following office expenses shall be included as they affect the Buildings operations:

- Telephone and facsimile machine
- Postage and courier service
- Stationary and office supplies
- Equipment rental and service contracts
- Data processing fees

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CUSTODIAL CLEANING REQUIREMENTS & SPECIFICATIONS**

Intent: To maintain the courthouses in immaculate condition.

Since several offices in the building operate 24 hours a day, 7 days a week, 52 weeks a year, the building is always open either for public access or limited card key access by employees.

QUALITY ASSURANCE

- A. Work will be performed in a neat, orderly, and professional manner and in accordance with all applicable local, state and national codes.
- B. When draining equipment and buckets, appropriate strainers will be used to preclude flushing lint and other debris down the drain. The drain and any spillage will be appropriately cleaned up after each use.

PRE-EMPLOYMENT SCREENING AND IDENTIFICATION

- A. Manager is to screen all employees who perform any type of housekeeping work under the terms of these Specifications. The Contractor shall comply with the Lexington-Fayette Urban County Government alcohol and drug free workplace policy. Original copies of the police checks must be presented to Buildings Security prior to new employees being assigned to work in the buildings. No person convicted of a felony of any type or a misdemeanor involving theft or violence may be deemed acceptable to work in the facilities. Manager will provide current police checks on all employees cleared to work in the Buildings with each renewal of the contract.
- B. Employees must wear distinctive outerwear and display a photo ID badge identifying them as the manager's employees whether employed directly through subcontract. Everyone entering the building, including employees of the Manager, is subject to visual searches, package inspections, and other such security measures by Security personnel as deemed necessary by Security.

ACCESS PROCEDURES

- A. Manager's employees, including site supervisory personnel must sign in the Housekeeping Access Log maintained by Manager upon each arrival and departure. The Sheriff's office has the authority to ensure that correct times are entered. Only those personnel whose names appear on the log, to be updated on a daily basis when changes occur, will be permitted access into the building. No employee may enter or leave the facility before, during, or at the end of a shift without signing the log. Therefore, it is imperative that the Manager immediately notifies Security when any employee has been terminated and/or employed in order to purge unauthorized personnel and facilitate access of newly employed personnel.

MANAGER'S RESPONSIBILITIES:

- A. Manager is responsible to:
 1. Furnish all labor, materials, supplies, and equipment and complete all scheduled housekeeping cleaning services.
 2. Stay completely informed as to the progress of nightly work. Maintain an activity report and a quality assurance report of the housekeeping results on each floor cleaned.
 3. Keep areas clean and free of any debris from Manager's work, particularly during stripping activity.
 4. Have properly trained and qualified personnel operate all equipment associated with these specifications.
 5. Maintain publications of manufacturer's recommendations on the use of equipment, materials and products.
 6. Ensure temporary protection measures at all times when cleaning is being performed to preclude damage to the buildings and contents, or injury to tenants or other buildings users.
 7. Coordinate the scheduling and sequence of all cleaning with Security.
 8. Be aware of and correct any conditions found contrary to specifications.
 9. Ensure work on a complete area basis to reduce nonproductive time.
 10. Ensure use of a wet vacuum in addition to a mop when floors are stripped.
 11. Ensure an active training program, keeping cleaning personnel knowledgeable in the use of equipment and chemicals and the proper manner of performing assigned cleaning tasks.

12. Establish and maintain an on-going, nightly quality assurance program with record keeping, follow up actions, and reporting to the Manager.
13. Assure that all areas are completely inspected by a working supervisor on a nightly basis prior to the end of the shift.
14. Assure that all custodial personnel are dressed in clean and neat uniforms or smocks and proper footwear at all times while in the work area and that the supervisory personnel dress appropriately and in good taste.
15. Establish procedures to assure that employees remain on the floor(s) or areas for which they are assigned work.
16. Ensure the posting in all janitorial closets of the cleaning schedule(s), rules, and regulations governing Manager's employees in the workplace.
17. Safeguard the restroom and janitorial closet keys issued to cleaning, personnel. Lost keys must be replaced at no cost to the Lexington-Fayette Urban County Government.

USE OF PREMISES

- A. Manager will establish procedures to confine janitorial operations to the area to be cleaned as previously scheduled with the Manger.
- B. All work will be done in such a manner as to prevent undue interference with the functioning of the facility. Manager will require relocation of any materials and equipment that interfere with normal operations.
- C. Upon completion of the work, manager will ensure cleanings of service sinks where dirty water was dumped, service elevators, and janitor's closets.
- D. Manager's janitorial employees will not have personal visitors during working hours.
- E. No personal purses, coats, bags, etc. of any kind are permitted on the floors. These items are to be stored in a location designated by the manager.
- F. No employee of the manager will cook, drink, prepare or eat food anywhere within the work site. Nor may they smoke, use building equipment not required for the conduct of the work being accomplished, or carry personal radios or pagers while working. Building telephones are not to be used to make personal phone calls. If manager's employees make personal long distance calls, the manager is financially liable for such calls.
- G. Manager is responsible for any and all breakage, damage, theft or loss of property incurred through the carelessness or misconduct of manager's employees. Replacement of or payment for said property must be made within ten (10) calendar days of becoming aware of such an occurrence.
- H. Cleaning personnel are to be skilled in their area of housekeeping cleaning. The facility must be cleaned to specification standards each night. There will be no exception made for employee absenteeism or inexperience.
- I. Manager will remove any personnel in violation of these specifications or exhibiting non-professional behavior.

SUPERVISION AND STAFFING

- A. On-Site Suspension
 1. Manager must ensure continuous on-site supervision of janitorial services being performed to ensure work is in accordance with the terms and conditions set forth in these specifications.
 2. The qualifications for on-site supervisors must include two years of experience in the office facility housekeeping management.
- B. Custodial Workers

Manager will ensure trained professional custodial workers to provide custodial Housekeeping and cleaning services.
- C. During the term of this contract or any extension thereof, if the Federal Minimum Wage Standard Rate increases such that any of the wage rates are less than the minimum wage, the Manager may increase the rate paid to an amount equal to the minimum wage.
- D. The Lexington-Fayette Urban County Government reserves the right to audit the Manager's payroll. If the Manager's wages are not in compliance with this contract or are in otherwise in error, correction must be made immediately, including back wages where warranted.

EQUIPMENT AND MATERIALS AND SUPPLIES:

- A. Manager must ensure that equipment is kept in peak working condition to perform the services for which it was designed. Manager must ensure necessary supplies are in the buildings for each day's cleaning.
- B. The floor finish must provide a high degree of slip protection and meet Underwriter's Laboratory guidelines. A floor finish material, which will provide a hard finish and a high gloss, will be used. The Manager is expected to ensure at all times, a high gloss on all resilient tile floors.
- C. Neutral type cleaners will be used for all normal cleaning purposes. Cleaners will not be harmful to the surfaces to which they are applied. No abrasive or acid cleaners will be used unless all other options have been exhausted and then only with consent of the AOC of LFUCG. Dust mop treatment materials leaving an oily residue cannot be used. Treated dust cloths may be used.
- D. Manager will repair, to a state acceptable to the Lexington-Fayette Urban County Government, all sidewall damage (i.e., cracking, scratching, etc.) caused by Manager's employees or equipment. All sweepers and wide track vacuum equipment must be equipped with rubber guards.
- E. In all cases, Manager will conform to Federal Regulations regarding product description and storage. Each product used must be clearly labeled as to the contents and instructions for use for the protection of all employees and others who may come in contact with such products. At no time will a clear bottle be used without proper labeling.
- F. Each product used will be diluted according to manufacturer's instruction. Material Safety Data Sheets will be kept on file and available for quick reference in a notebook. All chemicals are to be stored in or on containers (cabinets, pallets) with secondary containment in accordance with applicable federal, state or local law or regulation, whichever is more stringent. Eye wash stations are to be provided.
- G. Trash bags will not be dragged across the carpet, tile or granite floors.

CREW STAFFING HOURS:

Manager must keep a record of hours expended each night cleaning. If buildings conditions do not meet the standard set by this Specification, the Manager will be issued a notice to that effect and instructed to take corrective action. If a subsequent audit reveals a shortage in work hours, manager will be placed on notice that the Lexington-Fayette Urban County Government will only pay for the number of man-hours spent cleaning the building for that period.

ACTION IN THE EVENT OF UNSATISFACTORY PERFORMANCE

All contract cleaning is subject to inspection by AOC or the LFUCG at any time. The Manager will be notified in writing of any deficiencies noted during such inspections. The Manager must take immediate steps to rectify any such deficiencies. If the Manager fails to correct such deficiency within the period specified in the notice, the LFUCG may elect to utilize another service provider to correct the deficiency and deduct the entire cost of such corrective work from invoices submitted by the Manager.

WORKMANSHIP

- A. All work shall be performed in a neat, orderly, and professional manner with applicable local, state, and federal laws and codes.
- B. Special care shall be taken to insure that all tools, fixtures, and equipment used by vendor in the execution of duties are NOT:
 - Left in work areas (all items must be stored in designated areas)
 - Left in "other than clean" condition (buckets, sinks, mops, etc. must be drained and cleaned).

SAFETY: Safety in and around the workplace shall take precedence to all other required tasks. The following provisions and procedures shall be strictly administered:

- Appropriate Barriers and Barricades.
- Warning Signage.
- Appropriate tools.
- Appropriate equipment.
- Safety harnesses and lanyards, when working in high areas.
- Ground guides, when maneuvering equipment inside and outside of building.
- Flagmen, when necessary.
- Appropriate safety apparel when handling hazardous/toxic substances and materials.
- Label, handle, and store all hazardous and toxic materials in strict accordance with applicable environmental law and regulations.
- Appropriate trade training and certifications.
- All required OSHA training and certifications, and

CUSTODIAL CLEANING REQUIREMENTS & SPECIFICATIONS

- Immediately notify the AOC Representative or his or her designee (e.g., Security Supervisor) and proper agencies (e.g., Fire Department) of all hazardous and potentially hazardous situations.

FREQUENCY SCHEDULE

A. DAILY SERVICES DURING NON-WORK (EVENING) HOURS:

(1) ALL AREAS

- All interior and exterior trash containers are to be emptied, replace all soiled or torn liners,
- Clean trash containers inside and outside as needed,
- Empty and clean all ashtrays,
- Dispose of boxes and other items marked "TRASH" by the building's occupants,
- Pick up all trash (litter) (soft drink cans, candy wrappers, paper, etc.), inside and outside,
- Spot clean surfaces (horizontal and vertical) to remove all smudges, cup rings, spills, nicotine residues, etc.
- Dispose of trash and garbage in dumpsters or area designated for city/county pick-up,
- Vacuum all carpeted traffic areas (including halls, corridors, circulation within open office areas, etc.),
- Spot clean carpets with commercial carpet cleaner or (if necessary) spot remover and Wet/Dry Vacuum to insure stains are removed rather than spread and set.
- Damp Mop all hard surfaced (non-wood) traffic areas, buff as necessary,
- Dust Mop all wood traffic areas,
- Sweep all sidewalks and outside stairs and ramps,
- Clean and disinfect (sanitize) all drinking fountains,
- Clean and disinfect (sanitize) all public telephones,
- Clean and Polish entrance doors,
- Spot clean all other window and door bright-wear and glass,
- Clean and Polish work counters and public work surfaces (Clerk Area counters, litigation tables, conference room tables, etc.),
- Clean all seating. Brush-out or vacuum if cloth, wiped-off if wood, and
- Prepare a hand-written list of all mechanical and electrical system deficiencies or failures, if found, (e.g., burned-out lights, inoperative HVAC components, holes in walls, broken ceiling tiles, etc.) and deposit the list at a location designated by Court of Justice Representative.

(2) BREAK AND VENDING AREAS:

- Clean and disinfect (sanitize) all tabletops and counter tops.
- Clean any food spillage in and around cooking appliances (stoves, microwave ovens, coffee makers, etc.) and refrigerators, and
- Clean and polish sinks.

(3) RESTROOMS AND PRISONER HANDLING AREAS:

- Renew all supplies (paper towels, tissue, soap, sanitary napkins, etc.)
- Clean and polish all glass and mirrors
- Clean and disinfect (sanitize) commodes and urinals, inside and out,
- Flush commodes and urinals.
- Clean and disinfect washbasins and walls around washbasin,
- Clean and disinfect all tiled wall surfaces and partition walls,
- Clean and disinfect all dispensers (paper towel, toilet paper, soap, sanitary napkins, etc.)
- Clean and disinfect entrance doors, including bright surfaces (door knobs, push plates, etc.), and
- Clean and disinfect all floors.

B. DAILEY SERVICES DURING WORK HOURS:

(1) ALL AREAS - 11:00 a.m. to 1:00 p.m.

- Empty trash containers in public areas, as needed,
- Pick up all trash (litter) (soft drink cans, candy wrappers, paper, etc.), inside and outside,
- Spot clean major spills or soiling on carpets with commercial carpet cleaner or (if necessary) spot remover and Wet/Dry Vacuum to insure stains are removed rather than spread and set.

(2) BREAK AND VENDING AREAS:

- Clean any food spillage in and around cooking appliances (stoves, microwave ovens, coffee makers, etc.) and refrigerators

(3) RESTROOMS AND PRISONER HANDLING AREAS:

- Check and renew all supplies (paper towels, tissue, soap, sanitary napkins, etc.) in restrooms,
- Clean and disinfect any commode, urinal, or sink overflows.

C. EMERGENCY SERVICES DURING WORK HOURS:

- Clean and disinfect any commode, urinal, or sink overflows in restrooms, and
- Clean any major spills.

D. WEEKLY SERVICES DURING NON-WORK (EVENING) HOURS:

- Dusting, High (above desktop level, including signage) and Low (below desktop level)
- Clean Baseboards
- Clean Wainscot (except for restrooms, which are cleaned daily),
- Mop and buff all hard-surfaced flooring,
- Mop all stairs,
- Vacuum all carpeted flooring, including edge vacuuming,
- Clean all window ledges, and
- Remove cobwebs from high areas, lights, and corners,

E. MONTHLY SERVICES DURING NON-WORK (EVENING) HOURS:

- Surface cleaning and polishing desk and work surfaces from which users have removed all or most items,
- Surface cleaning of file and storage cabinets (where accessible), and
- Vacuum air diffusers and grills.

F. QUARTERLY (EVERY THREE MONTHS) SERVICES DURING NON-WORK (EVENING) HOURS:

- Strip and clean all hard-surfaced (non-wood) floors,
- Apply sealer to all hard-surfaced (non-wood) floors,
- Apply polish and buff hard-surfaced (non-wood) floors to a high gloss,
- Scrub and clean all stone or ceramic/quarry tiled floors,
- Strip and seal joints in stone or ceramic/quarry tiled floors,
- Clean all wood floors,
- Apply polish and buff wood floors,
- Clean all high-traffic carpeted floors (hot water extraction method),
- Mop all sealed concrete floors,
- Clean light fixtures and light fixture lenses,
- Vacuum clean all drapes and blinds, and

G. YEARLY SERVICES DURING NON-WORK (EVENING) HOURS:

- Clean all carpeted floors (hot water extraction method),
- Clean and polish all window interiors,
- Pressure clean walkways,

H. YEARLY SERVICES DURING WORK HOURS:

- Clean window exteriors (may be cleaned more often with approval from the AOC Manager of Court Facilities Development and Operations, in accordance with unit prices)

TERRAZZO FLOOR SURFACE CARE

All terrazzo floors are to be maintained per the recommend published guidelines of the National Terrazzo & Mosaic Association

A. Daily

1. Sweep using yarn-wick brush treated with sweeping compound.
2. Hand work stubborn stains and scuff marks with neutral cleaner diluted in warm water.

B. Weekly

1. Damp mop lightly soiled floors with neutral cleaner.
2. Heavily soiled floors should be scrubbed with a mechanical buffing machine and neutral cleaner.
3. Mop up residue with clean water before it dries.
4. Allow to dry and buff with a dry brush.

NOTE: Allow the neutral cleaner, once applied to the terrazzo surface, time to react. It is designed to loosen foreign matter. Several minutes should be adequate, but do not allow solution to dry on the surface.

C. Semi-Annually

1. Strip all old sealer and any finish coats.
2. Reseal clean floor.

New Fayette County Courthouse
Estimate of Cleanable Square Footages - Maintenance Proposal
Circuit Court Building

Location	Sealed Concrete (Mech., Elec. & Janitor)	Sealed Concrete (Other - Holding)	Ceramic	Terrazzo	VCT	Carpet	Wood	
Basement Thru Floor 5	6,225	1,765	3,990	10,400	10,800	59,758	5,500	
Penthouse	3,270							
Subtotals	9,495	1,765	3,990	10,400	10,800	59,758	5,500	
Total								101,708

Other:

- Stairs A and B Rubber Treads/Risers w/ VCT Landings. VCT is included in above values; Rubber is not.
- Stairs C and D Sealed Concrete Treads/Risers and Landings. Not included in above values.
- Stair E: Terrazzo Treads/Risers and Landings. Terrazzo is not included in above values.
- Elevators A, B and C: Terrazzo Floors w/ Stainless Walls. Terrazzo is not included in above values.
- Elevators D and G: VCT Floors w/ Painted Metal Walls. VCT is included in above values.
- Elevators E and F: Carpet Floors w/ PLAM Wall Panels. Carpet is included in above values.

Notes:

- 1) In mechanical, electrical, telephone and janitor spaces, no exclusion has been made for floor space occupied by equipment.
- 2) Values for VCT and Carpet provided by Holland. Values for all other determined by CRSS from drawing take-off.

New Fayette County Courthouse
Estimate of Cleanable Square Footages - Maintenance Proposal
District Court Building

Location	Sealed Concrete (Mech., Elec. & Janitor)	Sealed Concrete (Other - Holding)	Ceramic	Terrazzo	VCT	Carpet	Wood	
Basement Thru Floor 5	17,990	4,188	3,783	15,329	11,400	64,000	0	
Penthouse	2,014							
Subtotals	20,004	4,188	3,783	15,329	11,400	64,000	0	
Total								118,704

Other:

- Stairs F and G: Rubber Treads/Risers w/ VCT Landings: VCT is included in above values; Rubber is not.
- Stairs H and J: Sealed Concrete Treads/Risers and Landings: Not included in above values.
- Stair K: Terrazzo Treads/Risers and Landings: Terrazzo is not included in above values.
- Elevators H, J and K: Terrazzo Floors w/ Stainless Walls: Terrazzo is not included in above values.
- Elevators L and N: VCT Floors w/ Painted Metal Walls: VCT is included in above values.
- Elevators M and P: Carpet Floors w/ PLAM Wall Panels: Carpet is included in above values.

Notes:

- 1) In mechanical, electrical, telephone and janitor spaces, no exclusion has been made for floor space occupied by equipment.
- 2) Values for VCT and Carpet provided by Holland. Values for all other determined by CRSS from drawing take-off.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS
REQUIREMENTS AND SPECIFICATIONS**

HEATING, VENTILATION AND AIR CONDITIONING REQUIREMENTS

BUILDING OPERATION – GENERAL

It is the intent of this section of the Contract that all HVAC systems and components shall be maintained and serviced so as to keep them in "as new" condition. Further, it is intended that all systems shall be managed in such a way as to maintain comfort levels throughout the occupied spaces at ninety five percent (95%) during occupied hours. The acronym "LFUCG" used herein means "Lexington-Fayette Urban County Government." The acronym "Manager" used herein means the "Maintenance Management Contractor."

LFUCG shall make periodic inspections of the facilities to determine compliance with this section.

Manager shall provide all labor, parts, materials, parts, equipment, services, hoisting, scaffolding, and supervision for operating, maintenance, and repair of all HVAC and related work complete as hereinafter specified.

Maintenance and operation under Heating, Ventilating and Air Conditioning shall include, but not be limited to, the following:

- Central boilers systems
- Hot water piping system
- Chilled water piping system
- Condenser water piping system
- Central chilled water plant with electronically operated chillers (the cooling tower is located on the upper most floor of the adjacent garage, and maintenance shall include all related piping, circuits etc.).
- Central air conditioning system
- Supply and exhaust ventilation system: toilets, general, smoke removal (includes all ventilation units in the adjacent parking garage).
- Insulation
- Water treatment for all systems
- Inspect all fire dampers and fire doors
- Pumps
- Variable frequency drives

Maintenance:

Manager shall conduct a preventive maintenance program that shall include all of the above systems. Such a program shall proceed according to a checklist to be furnished by the Manager and approved by LFUCG. All maintenance and repairs shall be logged in a maintenance log to be kept in the equipment room. A certified maintenance mechanic, a certified refrigeration mechanic on all refrigeration systems, equipment manufacturer's mechanic, or a licensed mechanic from a reputable firm approved by LFUCG shall conduct maintenance. All maintenance and repairs entered in the log shall be dated and signed. Maintenance shall include labor and material to change air handling unit filters of the same efficiency as originally specified.

Repairs: (Other than covered on warranty)

- All labor, parts, equipment and tools necessary for repair shall be the Manager's expense.
- Provide full service contract on Trane water-cooled chillers using a Trane factory certified contractor, and Sellers boilers using a Sellers factory certified contractor. Manager shall pay for this contract.

Operation:

- Manager shall operate the entire HVAC systems to maintain the design temperature within tolerances and operating data as agreed with LFUCG and shall be logged daily in an operating log to be kept in the equipment room. An experienced maintenance mechanic on call shall perform these operating duties twenty-four (24) hours per day and on site not less than eight (8) hours per day.
- The maintenance staff for the building shall include a full time, licensed, chief engineer with demonstrated experience as a chief engineer in office building containing a minimum of 150,000 square feet. Prior to award of Contract, responder shall document this to LFUCG
- The maintenance staff shall read and record the cooling tower make-up water meter monthly and keep a log.
- Keep a log of monthly water, gas and electric usage.

Performance:

- All equipment shall be operated to specifications as shown in the design drawings and specifications.

Parts, Etc.:

- Except as covered by the Contractor and manufacturer's guarantee, all parts, filters, lubricants, etc., shall be the Manager's expense.

Machine Room Equipment:

- All equipment shall be strictly maintained according to manufacturer's specifications. Manager will furnish a checklist to be approved by LFUCG. The checklist will enumerate daily, weekly, monthly and yearly maintenance as specified by the manufacturers of all equipment.
- Arrange for inspections and tests of any or all parts of the work, if so required, by authorities having jurisdiction.
- Furnish to LFUCG all certificates necessary as evidence that work performed or equipment replaced conforms with all regulations where they apply to this work.

Scheduled Shutdowns:

- Annually, the Manager shall, during a scheduled shutdown, perform a complete review in accordance with the manufacturer's recommendations disassembly of each compressor: inspecting, adjusting, and repairing as necessary. At the same time, all other components of the system shall be opened, cleaned, inspected and repaired. The control system shall be thoroughly overhauled and checked at this time to conform to manufacturer's specifications.
- Check all belt on supply, return and exhaust air fans. Replace and or adjust as needed.
- The cooling tower shall be drained annually. At that time the inside is to be swept and cleaned, painted and disinfected.
- All mechanical rooms must be kept in a neat and clean order and all equipment kept painted to the original color code as specified by the Architect.

Documents:

- Keep a complete set of drawings, shop drawing, balance reports, operations and maintenance manuals, and certificates in the maintenance office at all time.

DDC CONTROLS FOR THE MECHANICAL SYSTEMS**General:**

- The management company shall keep all equipment, controllers, sensors, etc., associated with DDC system in complete working order.
- The Manager shall utilize economizer cooling whenever possible to minimize utility costs.
- Maintain the air handling unit static pressure sensors and programming to keep air-handling units at the minimum static pressure to maintain space comfort levels.

PLUMBING REQUIREMENTS

Manager shall provide all labor, materials, parts, equipment, tools, appliances, services, hoisting, scaffolding and supervision for furnishing and installing all maintenance and repair and related work and hereinafter specified.

Work under plumbing shall include, but not be limited to, the following:

- Sanitary drainage system
- Storm drainage system
- Domestic cold water system
- Domestic hot water system
- Fire department standpipe systems
- Water and sewer services
- Plumbing fixtures
- Tests and adjustments for all systems and equipment
- Insulation
- Sprinkler system

Valves:

- All valves will be repacked to prevent loss of liquid and gases. Parts of or complete valve shall be replaced when valve will not perform to specification. All replacements will be equal to or better than those specified by original specifications.
- Check all valves for proper operation monthly.

Plumbing Specialties:

- All vacuum breakers shall be inspected semi-annually for proper operation.
- All strainers shall be blown-down for cleaning purposes monthly unless operating level demands a more frequent or less frequent period as approved by LFUCG
- All bellows shock absorbers will be inspected for leaks and malfunction.

Water Service and Meter:

- Manager shall record meter reading monthly and shall maintain a log of such reading.

Domestic Water System:

- Manager shall maintain all pump pressures on a daily basis and be responsible for all changes for field operating conditions.
- Pumps and related control equipment shall be cleaned quarterly and painted if necessary. Color to be original as specified by Architect.
- Pumps shall be lubricated and generally maintained per manufacturer's recommendations.

Water Supply Piping System:

- Manager shall be responsible for maintaining proper pressure regulation at each floor.

Backflow Preventors:

- Manager shall be responsible for testing, maintaining and certifying all backflow preventors yearly, per the requirements of Kentucky American Water Company. A technician certified by the Blue Grass Cross-Connection Prevention Association must perform tests and inspections.

Sanitary Sewers:

- Complete system of sanitary drains, soil and waste stacks, vents, and vent stack mains, branches, and all fixtures will be kept free from obstructions.
- Where flashing and waterproof floors occur, patching for waterproofing will be maintained waterproof.

Floor and Area Drains:

- Shall be kept watertight and immediately repaired as leaks occur.

Fire and Sprinkler System:

- Shall be maintained as recommended.
- Manager shall schedule quarterly inspections by a certified sprinkler system and assist with inspection and shall log and correct any deficiencies noted.
- Manager shall have all extinguishers inspected and serviced to maintain their correct loads and pressures on a yearly basis.

Fire Pumps:

- Manager will test and maintain pumps and related controls according to manufacturer's specifications. All maintenance will be logged and signed by an experienced maintenance mechanic.
- System will be maintained to meet all requirement of LFUCG

Plumbing Fixtures and Trim:

- All fixtures and trim shall be maintained in the original condition. Replacement will be according to the original installation specifications.

Remote Water Chillers:

- Checked according to specification and corrected by an experienced refrigeration mechanic.

Domestic Hot Water Storage Heaters:

- Manager shall maintain all heaters according to manufacturer's specifications.
- All control equipment and water heaters will be checked daily. All design pressure drops, output and temperature shall be maintained.
- Repairs shall be completed and logged by experienced maintenance mechanics.
- Hot water tanks and expansion tanks to be blown-down weekly.
- Domestic heat maintenance tracing shall be repaired as needed.
- Keep a complete set of drawings, shop drawings, balance reports, operations and maintenance manuals, and certificates in the maintenance office at all time.

ELECTRICAL REQUIREMENTS

General:

The Manager shall conduct a preventive maintenance program, which shall include all electrical appliances, fixtures and all items considered electrical. Such program shall proceed according to a checklist to be furnished by the Manager and approved by LFUCG. All maintenance and repairs shall be logged in a maintenance log to be kept in the equipment room. Maintenance shall be conducted by an experienced maintenance mechanic, electrician, or electronic and instrument specialist, whichever is applicable by law, for not less than eight (8) hours every week. Work shall be entered in the maintenance log, dated and signed. This work may be done in a single day in each week at the Manager's option.

LFUCG requires Manager to ensure annual inspection, testing and cleaning of the building's electrical switchgear, transformers and major electrical components by an industry-qualified technician.

Work Included:

- A. Manager will provide all labor, materials, parts, equipment and hand tools for maintenance personnel and supervision for furnishing and installing replacement and repair items.
- B. Manager will provide personnel with the necessary hand tools.
- C. Inspection and maintenance work under Electrical shall include but is not limited to the following:
 - Inspection only of primary electric service systems which are to be maintained by Kentucky Utilities.

- Switchboards
- Bus ducts
- Dry-type transformers
- Panelboards
- Contactors and remote control for contactors
- Conduit and wiring
- Wiring devices, plates and covers
- Lighting fixtures and lamps
- Dimmer systems
- Fire alarms systems
- Miscellaneous signal systems
- Temperature control wiring
- Elevator system supply wiring
- Motors, supply wiring, terminal connections, motors, and motor control
- Miscellaneous work as called for which is essential to the building systems
- Smoke detection systems
- Sprinkler system interfaces with fire alarm systems
- Emergency power systems

D. Replacement of all lamps, fluorescent, vapor type, and incandescent, cost of lamps and labor to be borne by Manager.

Work Excluded:

The following items are excluded from this specification:

- Tenant (Administrative Office of the Courts) will secure all maintenance for all computer repairs as related to tenant data processing systems
- Telephone instruments and wiring
- Entry security equipment (X-ray machines and metal detectors)
- Building security systems and equipment
- Courtroom video, sound and recording systems
- Holding area security systems

Permits, Test and Inspections:

- If any maintenance or repair work requires a permit, a test or an inspection, the Manager will pay all fees involved and present LFUCG with a certificate after completion of work.

Laws, Codes and Standards:

- Manager will perform all work in accordance with the latest edition of the National Electric Code and relevant city and state codes.
- Manager will be responsible for all working areas being in conformance to OSHA requirements.

Changes:

- If revisions of codes, field conditions, or a change for economical reasons require the Manager to change equipment, add to, or take out equipment or change service to equipment, the Manager will submit change to LFUCG for written approval. Manager will make changes after approval and mark all changes on a set of prints marked "Operational Changes."

Conduit and Fittings:

- All conduit and fittings replaced or added will be in accordance with the original building specifications or approved higher quality.
- All exposed conduit and fittings will be kept tight to their supports.

Bus Duct Systems

- Shall be inspected periodically for rust, breaks and voltage leaks. Manager shall keep all ducts in "new" condition.
- Damaged supports and hangers will be replaced immediately.

Wire and Cables:

- All replacement and new wires and cables will meet building specifications or approved higher quality by LFUCG

Load Center and Sub-Structures:

Circuit breakers shall be inspected monthly for:

- Discoloration
- Broken parts
- Thermal rise
- Open and close breaker several times to determine that operation is smooth and without binding
- Tighten all screwed or bolted connections
- Blow dust and dirt from breaker
- Check breaker for proper indication of position

Bus Ducts:

- Supports will be inspected periodically. All damaged supports will be replaced immediately.
- Ducts shall be inspected for rust and dirt accumulation and cleaned semi-annually.
- Check all joints for thermal rise and repair/replace faulty sections.

Dry-Type Transformers:

- Inspect for dust accumulation and clean semi-annually.

Panelboards:

- Inspect yearly and paint, if necessary, to meet original building specifications as to color and type.
- Dirt and dust will be cleaned annually.

Contactors and remote Control for Contactors (in accordance with manufacturer's recommendations):

- Inspect semi-annually for proper operation.
- Check time clock drives for proper operation quarterly and reset as necessary.
- Repair or replace any defective components.

Contactors, Relays, Solenoids:

- Discoloration, charred insulation, and odors
- Freedom of moving parts
- Dust, grease, and corrosion
- Tighten loose connections

Contactor Contact Tips:

- Excessive pitting roughness
- Copper oxide
- Do not file silver contacts
- Contact pressure on all tips

Contactor Flexible Leads:

- Frayed or broken strands – replace

Arc Chutes:

- Breaks or burning

Contactor Coils:

- Charred insulation
- Mechanical injuries

Fuses and Fuse Clips:

- Check for proper rating

- Snug Fit
- If copper, polish ferrules
- Check fuse clip pressure

Overload Relays:

- Proper heater size
- Check coil connections
- Inspect for dirt, grease and corrosion

Push-button Stations and Pilot Devices:

- Check contacts for grease, dirt and corrosion

Connections:

- Tighten main line and control conductor connections.
- Look for discoloration of all joints.

Control Operations:

- Check sequence to operation of control relays, sparking on operation.
- Eliminate contact bounce.
- Check all limit switches.

Lighting Fixtures and Lamps:

- Manager will repair all light fixtures and lamps unless damaged beyond repair, in which case Manager will replace at their expense.

Exit Light System:

- Manager will check daily for burned out LED's, etc. Replace immediately with same type.
- Manager will schedule semi-annual inspections of all exit and emergency lights to insure proper operation, and shall immediately make all repairs necessary.

Dimmer Systems:

- All dimmer systems will be inspected monthly for proper operation.

Paging Systems and Miscellaneous Signal Systems:

- All switches and related equipment will be checked monthly for proper operation.

Fire Alarm, Evacuation Systems:

- Will be tested monthly and test results logged monthly.
- Maintenance will be in accordance with manufacturer's recommendations.
- Provide NFPA-required certified yearly testing.
- Will be checked daily for proper operation.
- Repairs will be made immediately.
- Fire alarm systems and smoke detectors are to be maintained with a full warranty, full service contract with Simplex-Grinnell. Their service shall include 11 monthly fire inspections, and 1 yearly 100% Fire Test and Inspection per NFPA 7.2. The cost of this contract is to be paid by the Manager for service beyond that covered by the warranty.

Smoke Detection Systems:

- Will be checked daily for proper operation.
- Repairs will be made immediately.
- Service, tests and inspections are to be included in the contract with Simplex-Grinnell, as indicated in the above section.

Elevator System Supply Wiring:

- Will be inspected semi-annually at all terminals.

Passenger Elevators, Courtroom Lifts, and Dumb Waiter

- Elevators, courtroom lifts and dumb waiter shall be cleaned nightly to remove dirt from all surfaces (may be included under custodial section).
- Elevator floors and courtroom lift platforms must be cleaned nightly (per the custodial section specifications).
- Manager will replace elevator carpet annually.
- All elevator, courtroom lifts, and the dumb waiter are to be maintained with a full warranty, full service contract with D-C Elevator Company. The cost of this contract is to be paid by the Manager for service beyond that covered by the warranty.

Motors, Supply Wiring, Terminals, Connections and Motor Controls:

All motors checked yearly for:

- Winding, resistance and armature resistance; shorted or open coils; continuity.
- Brushes: sparking, chipped, broken and deformed; spring tension and excessive wear.
- Armature endplay: tolerances too great or small.
- Armature: streaking or threading.
- Insulation: test and monitor insulation resistance; check housing for any voltage leak.

Motor Supply Wiring:

- Inspect connections
- Flexibility

Motor Control:

- All solid-state controls should be cleaned and checked for proper voltage and current direction quarterly.

Parts, Etc.:

- Except as covered by the installation contractor's and manufacturer's guarantees, all parts, lubricants, etc., shall be the Manager's expense.

Emergency Maintenance:

- All emergency maintenance will be at Manager's expense.

Repairs:

- All labor, materials, parts, etc., for repairs shall be at Manager's expense.

Engine and Emergency Generator:

Note This unit is located in the adjacent garage structure.

- Provide a semi-annual inspection of the entire engine system by an authorized Caterpillar dealer in the area. Keep a logbook of all needed repairs and include accumulated run time.
- Change oil, coolant, filters, etc., at intervals as recommended by the manufacturer.
- Verify electrical characteristics of system semi-annually.
- Replace starting batteries at 2/3 of the battery warranty period. Maintain batteries and other charging system at quarterly intervals.
- Monitor regular generator exercising to assure it is properly taking place. Adjust settings as necessary.

Transfer Switches:

- Perform semi-annual inspection and cleaning of all automatic transfer switches. Maintenance requirements for transfer switches are the same as for contactors listed prior.
- Check for proper operation semi-annually and verify that all original time delays, interfaces to other equipment are being maintained. Adjust and correct as required.

Fuel System:

- Check all components of system for proper operation on a quarterly basis. Repair or replace components as necessary.
- On a weekly basis, check all tanks, piping, connections, etc., for leakage. Repair or replace components immediately and lawfully clean up and dispose of spills.
- Notify LFUCG that tank needs to be refilled when fuel level drops to half of main tank capacity.

**Lexington-Fayette Urban County Government
Court House Complex
Management of Universal Wastes
N Limestone Street, Lexington, KY 40507**

To comply with existing environmental regulations and to be protective of the environment, the Lexington-Fayette Urban County Government (LFUCG) has established an internal program to collect and recycle spent bulbs, batteries, mercury thermostats and electromagnetic light ballasts generated at LFUCG facilities. The spent lamps, batteries and mercury thermostats are being managed as "universal wastes" under the Resource Conservation and Recovery Act (RCRA). The spent electromagnetic light ballasts containing PCBs and DEHP are being managed in accordance with the Toxic Substances Control Act (TSCA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) respectively. The program is commonly referred to as the "Universal Waste Program."

Since the LFUCG is the owner of the court facilities located on the southeast side of N Limestone Street between Main Street and Barr Street, and could be potentially liable for improper management of hazardous wastes under existing environmental regulations, the LFUCG is requiring parties that generate the above wastes at this location through building maintenance activities participate in the existing LFUCG Universal Waste Program. To facilitate participation, a copy of the written program (detailing requirements) will be provided by the LFUCG.

Additionally, we are requesting that low mercury content fluorescent lamps be used when replacing burned-out fluorescent lamps, in order to protect the environment and to preclude having to treat broken fluorescent lamps as hazardous wastes due to mercury content.

**LEXINGTON
FAYETTE
URBAN
COUNTY
GOVERNMENT**

200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507

May 8, 2003

Meridian Management Corporation
Attn: Elliott S. Horne
818 AlA North, Suite 300
Ponte Vedra Beach FL 32082

MAY 19 2003

SUBJECT: Renewal of Price Contract #425-2001
Facility Management Services

Dear Mr. Horne:

The Price Contract executed between your firm and the Lexington-Fayette Urban County Government is scheduled to expire 7-12-2003.


Section A of the Price Contract Bid Conditions provide for renewal of the Contract upon agreement of both parties, executed in writing, prior to expiration of the contract.

The Lexington-Fayette Urban County Government hereby agrees to extend the contract at the same price level and conditions.* The extended expiration date of the Price Contract will be 7-12-2004.

Please acknowledge your acceptance of the extension of the Price Contract by signing this letter and returning it within fifteen (15) working days to the Division of Central Purchasing, 200 East Main Street, Lexington Kentucky 40507.

Sincerely,

Teresa Ann Isaac
Teresa Ann Isaac, Mayor

Acceptance: 
By T.R. BROWNFIELD
Title SECRETARY
Date 5/28/03

* PLEASE NOTE THAT UNDER THE TERMS OF THIS CONTRACT PRICE INCREASE REQUESTS SHALL BE CONSIDERED ON AN ANNUAL BASIS BASED UPON THE "ALL URBAN CONSUMERS PRICE INDEX". THIS ACCEPTANCE IS SIGNED WITH THE UNDERSTANDING THAT THIS INCREASE WILL OCCUR AS OF 7/12/03