

**SERVICE CONTRACT FOR FACILITIES MANAGEMENT SERVICES  
FAYETTE COUNTY COURTHOUSES**

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**CONTRACT #** \_\_\_\_\_

This is an Agreement entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_ 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 # 31-2012**.

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 1.0 1 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 # **31-2012** 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 **January 13, 2013** and complete performance to the satisfaction of the County no later than **January 12, 2018**.

Section 1.03 The total costs for the Routine Facility Management Services are contained in **Attachment A (RFP#31-2012, SECTION VI – SUCCESSFUL PROPOSER FEE)** of this contract. Payments shall be made in accordance with **Section VI in 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 Five (5) years after the initial contract. Terms shall be in accordance with **RFP# 31-2012**. 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 Facilities Management Services in the Fayette County Courthouse's, as described in **Attachment A (RFP#31-2012, SECTION IV – SCOPE OF SERVICES)** of 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 # 31-2012**.

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 3.0 1 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

**SERVICE CONTRACT FOR FACILITIES MANAGEMENT SERVICES  
FAYETTE COUNTY COURTHOUSES**

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acceptance of the goods, services or both, if provided in accordance with the terms and conditions of the applicable purchase order/agreement

Section 3.02 The LFUCG 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 #31-2012, 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 #31-2012. 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 6.0 1 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:

**SERVICE CONTRACT FOR FACILITIES MANAGEMENT SERVICES  
FAYETTE COUNTY COURTHOUSES**

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- 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.

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

**SERVICE CONTRACT FOR FACILITIES MANAGEMENT SERVICES  
FAYETTE COUNTY COURTHOUSES**

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Contractor shall be separately reimbursed by change order for all such work performed which is beyond the scope of this contract.

**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 background report from the local police department covering the prospective employee and subcontractors. 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 within 24 hours of such finding. 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 month 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.

**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 **Ninety (90)** 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 RFP #31-2012.

**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



**SERVICE CONTRACT FOR FACILITIES MANAGEMENT SERVICES  
FAYETTE COUNTY COURTHOUSES**

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sovereign immunity, including immunities from taxation. In the event either party is required to obtain from any governmental authority any permit, license or 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 elation 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 Facilities & Fleet Management** (or Designee). The Vendor's representative for purposes of this Contract shall be **Elliot S. 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 LFUCJG. 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 MANAGEMENT SERVICES  
FAYETTE COUNTY COURTHOUSES**

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**VENDOR**

Meridian Management Corporation  
818 A1A North, Suite 300  
Ponte Vedra Beach, FL 32082

By: \_\_\_\_\_  
\*Signature

As its: **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: \_\_\_\_\_  
\*Signature

As its: **Mayor**

Approved as to form and legality

By: \_\_\_\_\_

As its: \_\_\_\_\_