

EXTENSION OF FACILITIES MANAGEMENT SERVICES CONTRACT

THIS EXTENSION OF FACILITIES MANAGEMENT SERVICES CONTRACT, executed on this 8 day of February, 2018, shall modify and become a part of the Facilities Management Services Contract, dated December 6, 2012, by and between Meridian Management Corporation ("Vendor") and Lexington Fayette Urban County Government ("LFUCG"), concerning the provision of facility management services for the Fayette County Courthouses, which Management Services Contract is attached hereto as Exhibit A.

WHEREAS, the parties wish to extend the term of the Management Services Contract previously entered until January 12, 2019;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree to modify the Management Services Contract as follows.

A new Article shall be added, which shall read as follows:

Article XXXI. RENEWAL

This Agreement shall be extended for one (1) year from the initial date of expiration, as provided for in Section 1.04, until January 12, 2019, under the same terms and conditions as provided for in the Agreement and documents incorporated therein. Provided, however, that LFUCG shall pay Vendor a monthly rental rate of \$77,020.89 during the extension instead of the \$74,966.00 monthly rental rate established for the initial five years of the Facilities Management Services Contract.

All other terms and conditions of the original lease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment to lease agreement to be effective the 8 day of February, 2018.

**MERIDIAN MANAGEMENT
GROUP**

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

Signature: _____

Signature: _____

Name, Title: Elliott Horne, President

Jim Gray, Mayor

Date: January 26, 2018

Date: FEB 08 2018

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

EXHIBIT "A"

CONTRACT # _____

This is an Agreement entered into on 12 / 6 / 2012 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 1.01 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 # 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 3.01 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

SERVICE CONTRACT FOR FACILITIES MANAGEMENT SERVICES FAYETTE COUNTY COURTHOUSES

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 6.01 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:

SERVICE CONTRACT FOR FACILITIES MANAGEMENT SERVICES FAYETTE COUNTY COURTHOUSES

- 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**

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**

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 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 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.

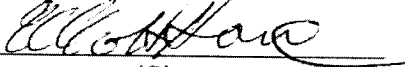
Article XXX. CONTRACT DOCUMENTS: All documents submitted as part of Vendor's offer are incorporated into this Agreement by this reference. In case of inconsistency, between any provision in any such documents and the provisions of this Agreement, the provisions of this Agreement will govern. This Agreement 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**

VENDOR

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

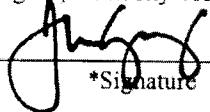
By: 
*Signature

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.*

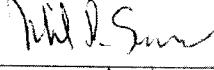
COUNTY

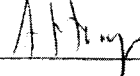
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

By: 
*Signature

As its: **Mayor**

Approved as to form and legality

By: 

As its: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 31-2012

Date: September 17, 2012

Subject: Facilities Management Services – Fayette County Courthouses

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

- 1) Floor plans will be provided in Addendum #2 to follow.
- 2) Pre-bid sign-in sheet attached.
- 3) List of inventory items attached.

Todd Slatin, Acting Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Mesidian Management Corporation

ADDRESS: 818 A1A North Suite 300, Ponte Vedra Beach, FL 32082

SIGNATURE OF BIDDER: Elliott S. Horne
Elliott S. Horne, President



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #2

RFP Number: 31-2012

Date: September 21, 2012

Subject: Facilities Management Services – Fayette County Courthouses

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

- 1) RFP opening deadline has been extended to October 5, 2012, 2:00 pm.
- 2) Terms and Conditions of current contract attached.
- 3) See answers to Q&A on spreadsheet provided.

Todd Slatin, Acting Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Meridian Management Corporation

ADDRESS: 818 A1A North, Suite 300, Ponte Vedra Beach, FL 32082

SIGNATURE OF BIDDER:

Elliott S. Horne, President



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #3

RFP Number: 31-2012

Date: September 28, 2012

Subject: Facilities Management Services – Fayette County Courthouses

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

- 1) Please replace Page 45, Section VI, of specification with attached.
- 2) See answers to Q&A attached.

Todd Slatin, Acting Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Meridian Management Corporation

ADDRESS: 918 A1A North, Suite 300, Ponte Vedra Beach, FL 32082

SIGNATURE OF BIDDER: [Handwritten Signature]

SECTION VI – SUCCESSFUL BIDDER FEE

Compensation for proposed services is as follows:

LUMP SUM FEE

Provide a Lump Sum Annual Management Fee for a minimum (5) year period. The Fee shall cover the full (5) years of this proposed contract. Sum will be billed 1/12 for each respective year for each month for services provided. All additional work will be detailed with labor and material separate by pre-approved authorization. The Duration of the Contract is from **1/13/2013** through **1/12/2018**.

Having carefully and completely examined the Request for proposal documents pertaining to the specifications for Facilities Management Services and having carefully and completely examined the locations for the performance of these services, the undersigned agrees to furnish materials, labor, and equipment to perform all work specified in the enclosed documents. The total aggregate cost below hereby includes all work set forth in the Request for Proposal, all labor related expenses, including without limitation, travel and fuel costs/reimbursement, all general and administrative overhead, and profit. It is understood and agreed that no other mark-ups or surcharges will be allowed to this amount. The total cost for services for all facilities is the sum of:

\$ 4,497,934.00 Per Contract's Total 5 Year Term to be Billed at \$ 74,966.00 per month.

The proposed project administration fee for major repairs (larger than \$5,000) will be set at 12.00 % of total applicable project costs as noted in the RFP.

CONTRACT TERM

The contract term is for 5 years with an option for five annual extensions at LFUCG's discretion.

General Janitorial Activities:

All Building Entrance Areas: Interior & Exterior Frequency

1. Clean all entry glass and window ledges, including doors. Daily
2. Vacuum all corridor carpets and entrance mats. Daily
3. Spot clean carpet and entrance mats. Daily
4. Police areas around entranceways. Pick up litter, trash, cigarette butts, etc. Daily
5. Empty trash containers, replace liners & wipe down trash receptacles. Daily
6. Empty & damp wipe ash urns, clean cigarette butts from urns and Daily
7. replenish sand. Sweep front entrance areas / walkways.
8. Clean and sanitize drinking fountains. Daily
9. Dust/clean all trim, signage, picture frames, silk plants, baseboards, etc. Weekly
10. Dust Walls – within reach. (Spot Daily)
11. Treat metal trim and doors as appropriate and polish wood trim. Monthly
12. Clean door thresholds. Daily
13. Dust/clean light fixtures. Monthly
14. Clean ceiling supply and return air vents. Monthly
15. Wash trash cans and urns – inside and out. Weekly

Office Areas, Courtrooms, Judges Chambers, Conference Rooms & Misc. Areas

1. Empty all waste baskets and trash receptacles to designated area. Daily
2. Replace all trash can liners accordingly. Daily
3. Breakdown and remove all cardboard – dispose in recycling bins. Daily
4. Empty desk side recycling bins in to larger area collection bins. Daily
5. Dust all horizontal surfaces below 6 ft. (excluding cubicle surface.) Daily
6. Vacuum all carpeted traffic lanes. Daily
7. Spot clean common area carpet. Daily
8. Spot clean all partition glass. Daily
9. Clean & sanitize drinking fountains; Spot clean doors, frames & hardware Daily
10. Spot clean walls & light switches. Daily
11. Sweep & wet mop vinyl composition tile and/or quarry tile. Daily
12. Sweep & mop (using nearly dry mop) quarry tile. Daily
13. Spot clean doors, frames and hardware. Daily
14. Dust all vertical surfaces, walls & partitions in office areas. Weekly
15. Dust all high ledges, shelves, picture frames, signage, etc. Weekly
16. Vacuum all accessible carpet. Weekly
17. Clean internal glass panels to include wood doors, cubicle panels and Weekly
18. bulletin boards.
19. Dust/clean all trim, signage, picture frames, silk plants, baseboards, etc. Weekly

20. Detail vacuum & vacuum upholstery. Monthly
21. Clean ceiling supply and return air vents. Monthly
22. Apply furniture polish to doors and woodwork. Monthly
23. Dust blinds & window ledges. Monthly / as needed
24. Dust / spot clean louvered light fixtures. Monthly / as needed
25. Dry clean carpeted traffic lanes. Quarterly / as needed
26. Dry clean all accessible corridor carpet. Annually
27. Dry clean all accessible interior carpets. Annually

Breakrooms

1. Empty all waste baskets & trash receptacles to designated area. Daily
2. Wipe down all trash cans and lids & replace liners. Daily
3. Clean kitchen sinks, countertops, tables & chairs, etc. Daily
4. Wipe down ice machines, microwaves (inside & out), small appliances, Daily
5. drink, and snack machines.
6. Sweep & mop VCT. Daily
7. Spot clean doors, frames, and hardware. Daily
8. Spot clean walls & light switches. Daily
9. Dust/clean all trim, signage, picture frames, silk plants, baseboards, etc. Weekly
10. Clean ceiling supply and return air vents. Monthly
11. Wash trash cans inside & out. Weekly
12. Restrooms / Locker rooms
13. Empty all trash receptacles and replace liners; thoroughly clean mirrors. Daily
14. Clean & disinfect toilets, lavatories, urinals – inside & out; Daily
15. Clean toilet seats and upper & lower sides using a germicidal cleaner.
16. Clean all lavatory hardware and chrome fixtures, including towel, soap, Daily
17. and toilet dispensers, chrome partition parts, door kick plates, etc.
18. Clean with damp cloth all around lavatories, toilets, and urinal dividers. Daily
19. Refill all towel and tissue holders, soap dispensers, and sanitary napkin machines. Daily
20. Empty sanitary napkin disposal boxes and replace liners. Daily
21. Spot clean all toilet partitions. Daily
22. Spot clean / wash restroom walls. Daily
23. Sweep & mop floors. Daily
24. Clean ceiling supply and return air vents. Monthly
25. Wipe down lockers – exterior only, where applicable. Weekly
26. Vacuum all carpet areas, including mats. Daily
27. Dry clean carpet areas. Quarterly
28. Sweep & Mop VCT. Daily
29. Clean and sanitize shower areas; including fixtures, floors, walls, etc. Daily

ELEVATORS

1. Clean elevator door tracks. Daily
2. Sweep & mop VCT (if applicable). Daily
3. Vacuum carpet (if applicable). Daily
4. Dry clean carpet cab floors (if applicable). Quarterly / as needed
5. Wipe down/clean cab walls, mirrored surfaces, etc. Daily
6. Wipe down elevator doors, inside and out. Daily
7. Janitorial Closets Maintain neat, clean & organized janitorial closets; sweep closets. Daily (Mop Weekly)
8. Clean all floor drains. Weekly
9. Clean ceiling supply and return air vents. Monthly
10. Wash walls and partitions floor to ceiling. Monthly

Landscaping

Scope of work

The service provider will provide all necessary labor, material, equipment and fully trained personnel to properly maintain all developed land areas within the contract limits including but not limited to lawns, shrubs, groundcover, landscape trees, vines and flowers along with removing litter that has accumulated on the property during regular scheduled site visits.

Turf Management

All turf areas covered by this contract will be maintained in a first-class manner at all times. The quality of turf is to be determined by density, color, and uniformity.

The work required will include all labor, supervision, equipment, tools and materials to complete the work outlined in these specifications and in accordance with professional turf management. Precaution will be taken to prevent damage to turf, trees, shrubs, site fixtures, and parked cars when doing work on the landscape procedures, for the respected service region:

Mowing and Trimming:

- Turf will be cut at a height of three (3) to four (4) inches as conditions dictate using a
- rotary-type mower, or reel-type mower. Blades must be sharp and balanced at all times.
- Mowing will be done according to the schedule provided, weather permitting. The total number of mowing in this contract is provided as an embedded document on the excel spreadsheet, and should provide for gradual take down of grass in winter months and leaf removal. Mowing patterns will be employed to encourage up right growth and permit the recycling of clipping where possible.
- Excessive clippings resulting from growth rates exceeding proposed frequencies or that remain as clumps will be removed from turf areas.
- Clippings will be removed from all paved or mulched areas after each mowing.
- Trimming around trees, shrubs, signs, and foundations will be performed with each mowing. Work will be performed using hand labor or mechanical devises to present a neat and trim appearance.
- All walks, curbs and hard surfaces will be edged using mechanical methods concurrent with each mowing.
- All bed lines, tree rings and hardline surfaces will be edged at each mowing.

Fertilization and Pest Control:

- All lawn areas will be fertilized per specifications using a balanced blend of commercial grade fertilizers.
- Fertilizer will consist of a minimum of fifty percent (50%) slow release nitrogen that will deliver 1.0lbs A/I Nitrogen per 1,000 square feet.
- All lawn areas will be treated two times per year with pre-emergent herbicide weed control (fall application weed & feed granular, spring application liquid).

- All lawn areas treated for turf damaging insect activity, as to reduce turf injury, treatments will occur when insect activity is observed, for additional charge.
- Lawn areas with broadleaf weeds will be spot treated for control as observed for additional charge.

Shrub and Landscape Bed Management:

Scope:

The work required will include all labor, supervision, equipment, tools and materials to complete the work specified in accordance with professional horticultural and ornamental practices.

Pruning:

All shrubs will be pruned per specifications per season. Care will be taken not to remove too much of the leaf/flower surface areas, as not to cause plant injury. Pruning will include removing dead and/or diseased branches, as to include excess suckers, shoots, and irregular growth.

Fertilization:

- Shrubs will be fertilized one (1) time per year in the fall season.
- The fertilizer program for shrubs will provide the equivalent of 1.0lbs A/I per 1,000 square feet.
- All fertilizers will be applied by hand, or hand held broadcast spreader.
- Fertilizer will be commercial grade, granular, and/or liquid Minimum 25% slow release.

Weed Control:

- All weeds are to be removed on a continual basis
- Chemical weed control will be used in shrub beds, tree rings, hardscapes (crack weeds), and along all fence lines.
- Mature weeds will be removed by hand; beds will be treated two (2) times per year with pre-emergent herbicide.
- If Bermuda grass or other perennial weeds are evident within a bed or in asphalt and concrete areas, post emergent herbicide will be sprayed on those weeds. The herbicide will be applied in such a way as to insure it does not contact any desirable plant material within the bed.

Shrub and Groundcover Disease-Insect control:

- All shrub plant material will be inspected not less than one (1) time per month.
- Insecticides and/or Fungicides will be applied by licensed applicator. Treatments will be made on an as needed basis for an additional charge to prevent damage to plant material.
- The principals of integrated pest management. (IPM) will be followed when applicable. The pest management program will introduce the least amount of chemical into the landscape as is necessary to achieve acceptable levels of control of pest populations for an additional charge.

Landscape Tree Management:

Pruning:

- All landscape trees will be pruned to a height of eight (8) feet throughout the season as to remove all dead, damaged, and low-hanging branches upon request for an additional charge
- Ornamental trees will be fertilized one (1) time per year in the fall season (liquid and/or granular fertilizers).

Mulch Application

- Spring Application—March / April
- Fall Application—October / November
- Mulch of the finest quality will be fresh, clean and free of debris and litter. Beds will be edged with distinctive edge or ridge to enhance appearance. Excess mulch will be cleaned up and removed from site.

Seasonal Color

Spring Color—April / May

Fall Color—October / November

All beds will be built up with nutrient rich planting medium raked into proper shape to maximize the visibility and display potential and to provide adequate root development. The finest quality of annuals will be used and depending on availability annuals may be provided. General Maintenance to include: deadheading to promote blooming, regular fertilization, disease and pest control as required, and replacement of plants lost to cultural reasons.

Irrigation System Maintenance:

This section covers basic irrigation system repair, maintenance, and system-wet checks.

Scope of work:

- The work will include all labor, supervision, equipment, tools to complete the work specified in accordance to standard irrigation procedures.
- Service provider will operate and inspect irrigation system zones, time clocks, and pump stations not less than one (1) time per year at season startup. Service provider will report all needed repairs, and execute repair by written work order.

Any system damage during mowing maintenance operations will be repaired at no cost to the Service Provider not responsible for system vandalism by others, and/or acts of God beyond Service Provider control; this includes all electrical, pumping systems, spray heads and/or in ground line breaks due to construction activity, tree root intrusion, etc.

- ii. Check for water accumulation; drain and record as necessary
- iii. Verify operation of the purge system
- e. Check refrigerant charge
- f. Check all safety and operating controls – calibrate as necessary
- g. Starters:
 - i. Inspect and vacuum as necessary
 - ii. Check contacts
 - iii. Check and record amperage and voltage readings
- h. Record chiller log readings and review same with LFUCG
- i. Verify and adjust, as necessary, chiller operation pressure drop settings and water flow rates in accordance with equipment design specifications and system operating parameters to ensure proper operation.
- j. Check out with LFUCG and leave copy of work sheet and log readings

Routine Start-Up Inspection:

- 1. Review logs and resolve any operational problems
- 2. Start and check operation of auxiliary equipment
- 3. Start machine and check operation:
 - a. Check purge
 - b. Check oil temperature and pressure
 - c. Check refrigerant and oil levels
 - d. Check and calibrate safety and operating controls
 - e. Leak check equipment (High and Low side)
- 4. Check operation of starter:
 - a. Record amperage and voltage readings
 - b. Inspect and vacuum as necessary
- 5. Log machine and review results with LFUCG
- 6. Check out with LFUCG and leave copy of work sheet and log readings

Shutdown Inspection

- 1. Review chiller logs and resolve any operational problems
- 2. Pressurize chiller and leak test (High and Low side) utilizing EPA Regulations and guidelines
- 3. Change oil and filter
- 4. Change refrigerant dryer cores
- 5. Check purge unit as follows:
 - a. Float valve operation
 - b. Solenoid valve
 - c. Relief valve
 - d. Compressor
 - e. Disassemble and clean purge drum

Starters:

- a. Inspect condition of contacts
- b. Inspect mechanical interlock
- c. Inspect wires and tighten all connections
- d. Inspect dash pots/overload protection devices and verify overload setting
- e. Vacuum control cabinets
- i. Inspect and verify operation of all operating and safety controls, including flow or differential pressure switches as applicable
- ii. Inspect oil sump, as follows:

HVAC Maintenance:

The Service Provider is not to assume any responsibility for parts, materials, refrigerant, labor, and travel expenses other than that required to perform the required services.

Service Provider will provide/perform following:

1. Lubricate and adjust equipment as required;
2. Paint equipment, as reflected in schedule, to protect from deterioration;
3. Furnish emergency services between scheduled visits, in a 24 hour, 7 day week basis.
4. Service Provider will inspect and make recommendations regarding the following items as related to the equipment as listed in schedule:
 - o All starters
 - o Refrigerant piping between two or more pieces of equipment
 - o Insulation on equipment, water boxes and piping
 - o Electrical wiring from the starter to its respective motor, etc.
 - o All pressure and temperature controls, flow switches, gauges, thermometers, dampers,
 - o traps, thermostats, control devices and valves.
 - o Circuit breakers, disconnect switches and valves where applicable as the first mean of
 - o isolation of a covered device or piece of equipment for purposes of service or repair

The Service Provider's Service and Maintenance coverage will include as standard services:

- a. Annual shutdown inspection
 - b. Quarterly operating inspections
 - c. Start-up inspection
 - d. Brush cleaning of condenser tubes as necessary, but at least once per year to maintain design conditions. Schedule to be coordinated with Sheriff's Office
 - e. Brush cleaning of the cooler tubes as necessary, but at least once every three (3) years to maintain design conditions. Service Provider is to determine from LFUCG if current contract year is the year for this service to be provided. Schedule to be coordinated with LFUCG
 - f. * Perform non-destructive testing annually as follows:
 - o Eddy current testing of condenser and evaporator tubes
 - o Insulation and resistance testing
 - o Infrared inspection of all electrical chiller related components
 - g. * Perform analysis services as follows: Oil and refrigerant
- * With reference to all testing and analysis services (non-destructive testing and analysis services), Service Provider will furnish LFUCG with copies of the test and analysis reports upon completion of such testing and/or analysis.

TRANE CENTRIFUGAL CHILLERS

Quarterly Operating Inspections

- a. Check in with Owner/Agent
- b. Review logs and resolve any operational problems
- c. Leak check and repair as necessary (High and Low side)
- d. Review purge units:
- i. Check for non-condensables

- f. Meg oil pump motor
- g. Check motor terminals and tighten
- h. Check starter
- i. Clean all strainers
- j. Check oil temperature
- k. Clean sump as required
- l. Review all work with LFUCG

COOLING TOWER

Routine Operational Inspection

1. Review logs and resolve any operational problems
2. Inspect, clean and adjust as necessary:
 - i. Structural supports
 - ii. Eliminators
 - iii. Float assembly
 - iv. Sump
 - v. Strainers
 - vi. Nozzles and orifice(s)
 - vii. Gear boxes
 - viii. Drive assemblies
3. Inspect and clean as necessary:
 - i. Bleed system
 - ii. Drain system
 - iii. Water make-up
4. Inspect and verify operation of items that assure freeze protection
5. Inspect all wiring and contacts
6. Measure and record all operating volts and amperage
7. Lubricate all bearings
8. Inspect all pulley(s), belts, bearings, fan wheels and couplings
9. Inspect for chemical leaks and advise Owner/Agent of same
10. Complete log and review with Owner/Agent

Shutdown Inspection

1. Review logs and resolve any operational problems
2. Inspect, clean and adjust as necessary:
 - i. Structural supports
 - ii. Eliminators
 - iii. Float assembly
 - iv. Sump
 - v. Strainers
 - vi. Nozzles and orifice(s)
 - vii. Gear boxes
 - viii. Drive assemblies
3. Inspect all access doors, panels, guards
4. Inspect and verify operation of items that assure freeze protection
5. Inspect all wiring and contacts
6. Megger test all motors and record readings
7. Inspect all starters and tighten all terminal connections
8. Inspect all contacts

9. Inspect all pulley(s), belts, bearings and couplings
10. Lubricate all bearings and adjustment slides
11. Inspect all fan wheels
12. Complete equipment log and/or repair forms and review with LFUCG
13. Check out with LFUCG and leave necessary documentation

PUMPS

Quarterly Operational Inspection

1. Review logs and resolve any operational problems
2. Inspect and clean as necessary:
 - a. Pump packing
 - b. Mechanical seal
 - c. Coupling(s)
 - d. Vibration, misalignment
3. Lubricate motor and pump bearings
4. Inspect system for leaks
5. Inspect starters (wiring and contacts) for loose connections
6. Measure and record all operating volts and amperage
7. Inspect system expansion tank
8. Complete log and review with LFUCG

Shutdown Inspection

1. Review logs and resolve any operational problems
2. Inspect, clean and adjust as necessary:
 - a. Pump packing
 - b. Verify flow in sealing line
 - c. Mechanical seal
 - d. Coupling
3. Vibration, misalignment
4. Water boxes and strainers
5. Verify alignment and secure all mounting/hold down points
6. Lubricate motor and pump bearings
7. Inspect system for leaks
8. Inspect starters for loose connections, and all wiring and contacts
9. Megger test all motors and record readings
10. Measure and record all operating volts and amperage
11. Inspect and verify accuracy of all pressure/temperature gauges
12. Inspect system for leaks
13. Complete equipment logs and review with LFUCG

Non-destruction testing

Eddy Current Testing

Service Provider will test the condenser tubes each year this agreement is in force.
Service Provider will perform this test, at least once during any three (3) year time period, of the evaporator tubes. Test results are to be given to LFUCG along with actions

taken by Service Provider to correct deficiencies and/or recommendations of actions needed. All parts, materials, rigging and labor required to perform these tests are the responsibility of the Service Provider. Testing and evaluation will be in accordance with ASTM Designation E-243-85 utilizing a Level II Operator that is qualified to SNT-TC-1A guidelines.

All test reports are to be reviewed and certified by an ASNT Level III Technician, who is certified by national examination. Reports will contain the following information, as a minimum:

- Name and address of testing Successful Bidder
- Name and address of testing site, including date of test
- Test unit name plate data
- Name of ECT Operator, designation and Owner's representative
- Test certification signature and date
- Instrument type calibration and standards
- Description of the tubes within the heat exchanger

Test results will include the following, as minimum:

- Tube bundle layout, including location of support sheets
- Listing of any tube defects, type and location
- Comparison chart of defect compared to good tubes
- Summary of test results, including interpretation and recommended corrective action.

Insulation Resistance Testing

Service Provider will test all motors listed on the Schedule of Equipment coverage and record readings each year this agreement is in force. Test results are to be given to LFUCG along with actions taken by Service provider to correct deficiencies and/or recommendations of actions needed.

Infrared Inspection

Service Provider will test all electrical connections associated with all equipment listed on the Schedule of Equipment coverage and record readings each year this agreement is in force. Test results are to be recorded for permanent record and given to LFUCG along with actions taken by Service provider to correct deficiencies and/or recommendations of actions needed. All personnel performing this inspection will follow all applicable safety regulations, codes and be certified by the Service provider. Test results will include the following as a minimum:

- Problem areas (location of hot spot)
- Indicate temperature rise between hot spot and normal area
- Phase unbalance (if present)
- Cause of heat rise
- Picture of potential problem areas

Analysis Services *

Service Provider will provide services, as listed below, on all appropriate equipment listed on the Schedule of Equipment coverage and record readings each year this agreement is in force. Test results are to be given to LFUCG along with actions taken by Service Provider to correct deficiencies and/or recommendations of actions needed.

- a. Oil Analysis - Spectrochemical

- Wear metals (PPM)
- Water content (PPM)
- Total Acid number **
- Viscosity (Saybolt Seconds Universal)
- Free Chloride (PPM)

b. Refrigerant Analysis

- Acidic condition
- Free water content

* All analysis services are to be certified by Service Provider and sent to LFUCG

** Measured in milligrams potassium hydroxide to neutralize one gram of sample

RFP Scoring Sheet

RFP #31-2012 - Facilities Management Services - Fayette County Courthouses						
Consultant Name:						
Selection Criteria	Notes	Total Points	Score(1-5)	Weighted Score	Comment	
Specialized experience and technical competence of the person or firm (including a joint venture or association) with the type of service required.		20	0		Weighted Score= (Total Points/5) xScore	
Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.		10	0		Weighted Score= (Total Points/5) xScore	
Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules;		15	0		Weighted Score= (Total Points/5) xScore	
Familiarity with the details of the project.		15	0		Weighted Score= (Total Points/5) xScore	
Estimated Cost of Services		30	0		Weighted Score= (Total Points/5) xScore	
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.		10	0		Weighted Score= (Total Points/5) xScore	
Final Technical Score		100	0	0		

DBE Participation(Name)
 DBE Portion(Percentage)
 Affidavit
 Affirmative Action Plan
 EEO Agreement
 Workforce Analysis
 Insurance

Evaluator: _____

Comments: _____

MAYOR JIM GRAY



LEXINGTON

SALLY HAMILTON
COMMISSIONER
GENERAL SERVICES

TO: Mayor Jim Gray
Urban County Council

FROM: Sally Hamilton
Commissioner of General Services

DATE: January 18, 2018

RE: Amendment to Maintenance Agreement with Meridian Management Corporation

I am requesting Urban County Council approval for an amendment to Contract # 692-2012 to accept a price increase with Meridian Management Corporation for Facility Management Services for Fayette County Courthouses.

On December 6, 2012 (Resolution No. 692-2012), Council approved the agreement for the initial 5-year term and optional (5) one year extensions but no provisions were made for price increases to the contract. The agreement for the optional 1-year extension begins January 13, 2018 and ending January 12, 2023.

I have based the pricing for each 1-year extension on the "U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), South Region. First 1-year extension will be an increase of 2.7% under CPI-U as of the December 2017 report.

1/13/17 to 1/12/18 Monthly Price	CPI-U% Adjustment	1/13/18 to 1/12/19 Monthly Price
\$74,966.00	2.7%	\$77,020.89

The Department requests Council authorization to amend Resolution 692-2012 to accurately reflect this issue.

Funding Source: 4022-707501-7044-71299

