



**THE GENERAL TERMS AND CONDITIONS, THE BID DOCUMENT, AND A SUCCESSFUL BIDDER'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND BIDDER. NO CONTRACT/AGREEMENT TERMS REQUIRED BY BIDDER WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL BIDDER UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE BID. A SUCCESSFUL BIDDER WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR FCPS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS WILL NOT BE CONSIDERED OR ACCEPTED BY FCPS.**

**FOLLOWING THE SUBMISSION OF A RESPONSE AND THE AWARD OF THE BID SHOULD A SUCCESSFUL BIDDER TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL BIDDER TO COMPLY WITH TERMS OF THE BID, THE BID AWARD SHALL BE CONSIDERED VOID AND BIDDER MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.**

**CERTIFICATE MUST BE EXECUTED BY BIDDER/ PROPOSING FIRM**

In compliance with this Invitation for Bid, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this bid is accepted, to furnish any or all of the items and services upon which prices are quoted in accordance with the specifications listed herein.

**Contractor agrees to furnish and deliver all items/services set forth or otherwise identified in document and on any additional sheets subject to the terms and conditions herein.**

**To be signed by bidder:**

Company Name \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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**Acceptance (to be signed if awarded contract)**

**Board of Education of Fayette County Kentucky**

\_\_\_\_\_  
Dr. Demetrus Liggins, Superintendent

\_\_\_\_\_  
Date

## General Terms and Conditions

1. Offerors are advised that any contract resulting from this solicitation must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this solicitation.
2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in all specifications as though quoted fully herein.
3. The Fayette County Board of Education (Board) implemented revised procedures as of July 1, 2016 for the submittal of bids and proposals. In all Fayette County Public School (FCPS) bidding procedures, all potential offerors that will be using subcontractors are to engage in specifically defined efforts with the Department of Economic Development to include minority-owned and women-owned business contractors, subcontractors, vendors and suppliers.
4. FCPS Department of Economic Development and Purchasing Department are available to assist and provide a listing, upon request, of certified minority-owned and women-owned business enterprises (MWBE). Offerors may consult the list for inclusion of subcontractors currently participating with the offeror. The list is not all-inclusive and may contain only the names of businesses that have [self registered](#) with the Board and have become approved contractors or vendors by contacting either [Department of Economic Development, Division of Physical Support and Purchasing Department](#) and are MBE certified. Offerors may use other properly certified MWBE subcontractors as long as proper certification is provided.
5. When line item pricing is requested, prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Proposal prices must include transportation and delivery/service to the warehouse or building as specified.
6. To receive consideration proposals must be received prior to time designated in this solicitation. None shall be accepted thereafter.
7. An officer or member of the proposing firm authorized to legally bind the firm must sign the bid/proposal.
8. The Board of Education reserves the right to accept any bid/proposal, to reject any or all bids/proposals, to waive any irregularities or informalities in bids/proposals received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education reserves the right to award by item, combination of items or lot. The Board of Education also reserves the right to reject any bid/proposal where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.
9. By submitting a bid/proposal in response to this solicitation, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" firm(s) will require subjective judgments by the Fayette County Board of Education.
10. Proposals are effective for sixty (60) days from date of closing unless otherwise specified in conditions of bidding and general specifications.

11. Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the offeror in interpreting the standard of quality, design and performance desired, and should not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by offeror must be clearly noted and described. Otherwise it is understood that offeror intends to supply items specifically mentioned in this solicitation. **FCPS reserves the right to determine if materials offered are the type and quality required.**
12. Samples requested must be furnished free of expense to the Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples will upon request be returned at offeror's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
13. If awarded an order or contract, offeror agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it for the use of any patented materials, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Offeror further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the offeror, his servants or agents.
14. **The Board is not required to pay federal excise taxes or Kentucky Sales and Use Taxes.** Proposals must be priced accordingly and reflect no sales tax to FCPS.
15. Offerors remain liable for applicable taxes on construction and/or furnish-and-install contracts for FCPS. Adjustments and allowances for any applicable taxes shall be provided for in the bid amount. Later adjustments to the Contract Sum shall not be permitted and/or made on this basis by FCPS.
16. Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.
17. If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.
18. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.
19. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity.
20. **K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**

- 21. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.**
22. Any addendums or updates to the solicitation will be posted on the district web site. It is the offeror's responsibility to check the website for any updates.
23. **To be eligible for a contract consideration with FCPS, all companies with nexus in Lexington, Kentucky must be current on all filings and payments of Occupational License and Net Profits Tax for Schools. If it is determined that you are not current on all filings and payments, your bid may be rejected or your contract canceled for noncompliance. For additional information regarding the Occupational License Tax, please visit our website at [www.fcps.net/tax](http://www.fcps.net/tax).**
24. All responses to this solicitation become the exclusive property of FCPS. All proposals received in response to this solicitation become a matter of public record and shall be regarded as public records, with the exception of, as required by KRS 61.878(1)(c)(1), those elements in each bid which are defined by the offeror as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." FCPS shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under Kentucky Revised Statutes Chapter 61. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" may be regarded as non-responsive. Although KRS 61.878(1)(c)(1) recognizes that certain confidential trade secret information may be protected from disclosure, FCPS may not accept or approve that the information that a offeror submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," and FCPS does not believe that the information is a trade secret, FCPS shall provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.
25. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under \$100,000.00 will not require a bond. Purchase Orders issued that exceed \$100,000.00 will require the contractor to bond. No work shall begin until the offeror has a FCPS issued Purchase Order in hand and has delivered the required Performance and Payment bond to the Department that issued the Purchase Order.
26. The offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.
27. The Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.
28. The bidder certifies that it has read and will comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)

29. By submitting a bid/proposal, the offeror is indicating that they have read, understand and agree to all terms, conditions and specifications outlined in this proposal.
30. Each proposer by submission of bid/proposal releases Fayette County Public Schools, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the bid/RFP process and the selection of provider.
31. Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award.
32. Modifications, additions or changes to the terms and conditions of this solicitation may cause for rejection of the proposal. Offerors are requested to submit proposals on FCPS official forms. Proposals submitted on company forms may be rejected.
33. Successful offeror shall provide to the Fayette County Board of Education an invoice for supplies/services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
34. Payments for bid items are normally approved at the regularly scheduled meeting of the Board on the fourth Monday of most months provided bid items and invoices are properly received by the first Monday of the month. However, payments may be made early to take advantage of cash discounts offered provided the taking of such discounts is advantageous to FCPS.
35. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.
36. If there is a conflict between the terms of this document and any document submitted by the offeror the RFP document takes precedence.
37. Offeror agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.
38. FCPS reserves the right to cancel contract if in the staff's opinion the offeror's work is unsatisfactory, their ability to meet completion schedules is unsatisfactory or billing is found to be excessive for work performed. Offeror may terminate the contract if FCPS fails to meet the specified payment terms.
39. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

**40. Successor in Interest or Contractor Name Changes**

No assignment of this contract without specific, written pre-approval of FCPS. Failure to get this written, pre-approval by FCPS shall VOID the assignment and the contractor on this contract shall remain responsible for continued compliance with terms of this RFP/response.

**41. Offeror Initiated Requirements**

Requirements that the offeror has or shall need if awarded the contract must be provided as part of the proposal response.

42. **Additionally, offeror shall provide documents necessary to initiate a contractual relationship between the offeror and FCPS.** Conflicts that exist with the content of this RFP, board policy or regulation and offeror initiated requirements may result in the rejection of the proposal.

43. Contract may be renewed for four additional one (1)-year terms, up to a total of five (5) years subject to approval of both The Board and successful offeror. Contract prices and discounts shall remain in effect for the entire contract and any agreed upon contract extensions, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract. If contract prices are changed during the renewal, offeror must provide new pricing and include sufficient reasoning for the price increase at least 60 days prior to the expiration of the contract.

44. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

45. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

46. **Consumption of alcohol or drugs or being under the influence of alcohol or drugs, use of tobacco products or possession of firearms while on a job for FCPS by any worker is strictly prohibited. Any contractor, subcontractor or person working for the contractor or subcontractor who violates rules regarding alcohol, drugs, tobacco products or firearms is subject to immediate removal from the job site. Violation of rules is considered a breach of contract between the contractor and FCPS and may lead to the termination of said contract FOR CAUSE by FCPS.**

47. FCPS does not discriminate on the basis of sex in the educational programs or activities that it operates, and is required by Title IX of the Education Amendments of 1972 (P.L. 92-318) to not discriminate in such a manner. Further, FCPS does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment in its programs or activities as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504. Nor does FCPS discriminate on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in the education programs or activities it operates.

48. Suspension and Debarment

The Offeror understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

By signing and submitting its bid or proposal, the offeror or proposer certifies as follows:

The certification in this clause is a material of fact relied upon by FCPS. If it is later determined that the offeror or proposer knowingly rendered an erroneous certification, in addition to remedies available to FCPS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The offeror or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**49. Purchases by other Kentucky Government Entities:**

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this solicitation when such actions are agreed to by the awarded vendor(s). FCPS will not be responsible for payment of any purchases by another government entity.

**50. State law requires a contractor that is providing services to students on a regularly scheduled and continuing basis to submit to a state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating the individual is clear to hire based on no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.**

Prior to the provision of services by any contractor/sub-contractor, contractor agrees to obtain and submit a current KY State Police and FBI background check and a have a letter provided by the Cabinet for Health and Family Services Child Abuse and Neglect per KRS160.380. The provider will contact the FCPS Human Resources Department Application Center to initiate this process or submit these documents if obtained elsewhere. A fee of \$40 for the State/FBI check and \$10 for the Child Abuse and Neglect letter will apply and the cost will be the responsibility of the contractor when having FCPS run the reports. This fee can be paid via check or money order made out to Fayette County Public Schools. Existing background checks within one year will be accepted, with the approval from FCPS Human Resources department. If there is a break in service, a new background check must be completed.

**Special Conditions Specifications**

1. All questions must be submitted in writing through Vendor Registry no later than the deadline listed in Vendor Registry.
2. Bids must be delivered to:

FCPS Purchasing Department  
1126 Russell Cave Road, Rm 137  
Lexington, KY 40505

Bids may be returned by United States Postal Service, hand delivered or by any commercial carrier. Please note the Purchasing office is in a separate building from the district mail room and there could be a delay in getting responses sent by mail. It is not recommended to



overnight responses as they may not arrive by the deadline. **It is the company's responsibility** to ensure the bid arrives at the specified location by the date and time of the bid opening. Bids should not be addressed to a specific person. **The FCPS Purchasing Office is closed and does not accept mail, commercial carriers or hand delivered bids on weekends and Holidays. Regular hours are 7:00AM to 3:00PM Eastern Time.**

3. Late bids

Any bids received after the due date listed on the cover page shall be considered a late bid. A late bid shall not be considered for award except under the following conditions only:

3.1. It was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) calendar date prior to the due date specified on the cover; or

3.2. The bid was sent by mail and it is determined by the Purchasing Department that the late receipt was due solely to the mishandling by the FCPS after receipt at the address specified in the solicitation.

3.3. If an emergency or unanticipated event or closing interrupts or suspends normal FCPS business operations so that bids cannot be received at the FCPS Purchasing Office by the due date stated on the cover page, the due date/time specified will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal FCPS business operations resume.

3.4. The official time used for receipt of bids is the satellite clock located in the conference room 131 where the bid opening shall occur. This clock is connected by satellite to be the official time of the United States as determined by the National Institute of Standards and Technology (NIST) and U. S. Naval Observatory (USNO).

3.5. A late hand carried bid shall not be considered.

**4. The bid opening shall be held at the time specified on the cover page in Room 131.**

5. Bidders are invited to attend the bid opening and requested to not telephone for tabulation. FCPS staff provides notification following awards by The Board.

**6. Contract is effective with a preferred beginning date of February 27, 2024 or date of Board approval (whichever is later) through April 12, 2024.**

7. **Multiple awards of this contract may be considered** if in the best interest of the district. Bidder agrees to this contract by bidding.

8. **Bid shall be awarded to the responsible and responsive bidder as defined in KRS 45A.345, providing the lowest evaluated bid price.** To determine lowest evaluated bid price, the following criteria shall be considered:

- Price

**9. Unit price shall prevail in calculations. Cash discount allowances for early payment shall not be considered in recommending bid award.**

**10. Fuel Surcharges and other similar charges are not permitted**

**11. Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award.**

12. Tie Bids are low responsive bids from responsible bidders that are identical in price and which meet the requirements and criteria set forth in the Invitation.

**Award of Tie Bids** shall be determined in the following manner.

1. Local bidders (those with the principle place of business in Fayette County) shall be awarded the bid if all other tie bids are from bidders outside the local area.
  2. Should all bidders having tie bids, and having their principle place of business outside of Fayette County, and any one of the bidders has their principal place of business within Kentucky, the tie bidder with their business in Kentucky shall be awarded the bid.
  3. Should bidders having tie bids all be from Fayette County, or alternately, should be all from outside Fayette County and are not based in Kentucky, the Bid shall be awarded by lot, to be drawn at designated time and place.
13. Prices quoted must have decimal point located in the correct position to separate dollars from cents. Bid prices where the decimal point is omitted shall be calculated as dollar amounts.
14. Erasures or the use of typewriter correction fluid on bid forms are unacceptable and may result in rejection of the bid. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the bid. Bids shall not be altered or amended after the specified time of opening.
15. Successful bidders shall provide two (2) copies for Safety Data Sheet (SDS) on material covered by OSHA Standard 1910.1200 upon request as a condition of purchase.
16. It is the policy of FCPS that no asbestos-containing materials are to be purchased by the school system, supplied by any person supplying to the school system, or installed in or on school property by any person performing work for the school system. Furthermore, all products marked "May Contain Mineral Fibers" will be presumed to contain asbestos unless the manufacturer provides written certification or Safety Data Sheet (SDS) that no asbestos fibers are present in the product and identifies the fibers for which the product is marked or the supplier presents valid analysis data from an NVLAP-or AIHA-certified laboratory that the material does not contain asbestos.

**17. Termination for Default**

Either the Purchasing Agent or the Superintendent, as the case may require, may make a written determination that a contractor is in breach of any of the terms and conditions of an existing contract. Said determination shall state that the contractor shall have a period of five (5)

working days within which to cure the breach. A copy of said determination shall be filed in the contract file and another copy of said determination shall be forwarded to the contractor in breach of the contract.

Upon receipt of said determination the contractor shall make all good faith efforts to comply with all terms and conditions of the contract and to cure the breach. Alternatively, the contractor may submit a written statement admitting default in breach of the contract. At such time the contract shall be deemed immediately terminated and all rights and obligations there under shall be terminated.

Upon receipt of the contractor's admission of default and breach or upon the contractor's failure to cure said breach within five (5) working days of the issuance of the written determination, FCPS shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor. The original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

#### **18. Termination for Convenience**

The Purchasing Agent or the Superintendent may make a written determination at any time that the contract shall be terminated for the convenience of FCPS and shall issue a notice of termination therewith. Said notice of termination shall state the date and time upon which termination shall become effective and the extent to which the contract is terminated. A copy of said determination and notice of termination shall be placed in the contract file and a second copy of said determination shall be forwarded to the contractor.

The contractor shall cease performance of the contract upon the date and time set in the written notice of termination. Within ten (10) working days thereafter, the contractor shall issue an itemized statement of any and all services performed; or goods delivered; or construction completed, and said statement shall be paid by the Board according to the procedure set forth in the existing contract.

The determination made by either the Purchasing Agent or the Superintendent, as the case may require, shall be final and conclusive as to the necessity for termination for convenience. No party to an existing contract shall have the right to appeal from said determination as it shall be final and conclusive.

#### **19. Bidder must furnish all necessary insurance such as:**

**Workers' Compensation and Employer's Liability**  
**Public Liability \$1,000,000.00 minimum**  
**Property Damage \$1,000,000.00 minimum.**

**CHECKLIST OF ITEMS TO INCLUDE WITH BID SUBMISSION**

- \_\_\_\_\_ Cover page completed
- \_\_\_\_\_ Name and signature on Page 2
- \_\_\_\_\_ Taxpayer Identification Number (if not a Corporation)
- \_\_\_\_\_ References
- \_\_\_\_\_ Cost Proposal
- \_\_\_\_\_ Resident Bidder Affidavit if declaring Resident Bidder Status
- \_\_\_\_\_ Completed W9 form
- \_\_\_\_\_ Proof of Insurance

**Does your company allow EFT? Yes \_\_\_\_\_ No \_\_\_\_\_**

**If yes please send a completed EFT Authorization Form to our Accounts Payable Department upon award of bid.**

**Thank you for providing this information:**

1.  Yes I am a minority owned business. Certified  Not Certified   
 No If “yes” please identify type:  
African American  Hispanic American   
Asian Pacific Islander  Native American

2.  Yes I am a woman owned business. Certified  Not Certified   
 No

If “yes” and certified please include a copy of certification.

3.  Yes I am a veteran owned business. Certified  Not Certified   
 No

If “yes” and certified please include a copy of certification.

4.  Yes I am current employee of the Fayette County Public Schools or a retiree of any  
 No KY School District?

5. Name of state where your home office/headquarters is located: \_\_\_\_\_  
 Yes If not Kentucky, does the state have preferential treatment on bids and RFPs  
 No  
If Yes, What percentage: \_\_\_\_\_%

## ANTICIPATED TIMELINE

Date	Event
January 3, 2024	Release RFP
January 8, 2024	Pre-Bid Meeting at Site
January 10, 2024	Deadline for RFP questions
January 11, 2024	Addendum due (if applicable)
January 11, 2024	Deadline for FCPS to respond to questions and post responses
January 18, 2024	Proposals due at 2:00 PM Local Time
January 18, 2024	Board Agenda Items (preferred date)
January 22, 2024	FD&C items must be reviewed/approved/uploaded for Feb board packet by 12 (noon)
February 12, 2024	Planning Board Meeting
February 26, 2024	Regular Board Meeting
February 27, 2024	Notice of Award
February 28, 2024	Kick-off Meeting
March 29, 2024	Mandatory Tree Clearing Completion Date
April 12, 2024	Completion of Additional Work

## SCOPE OF WORK

Fayette County Public Schools is soliciting proposals for the demolition of electrical items in preparation for the tree clearing work.

All items and services required of this contract shall be under direction of Melinda Joseph-Dezarn, [melinda.josephdezarn@fayette.kyschools.us](mailto:melinda.josephdezarn@fayette.kyschools.us)

Intent: Safe off and disconnect all site lighting, A/V, Security and receptacle circuits. Conduit and cables mounted on trees to be removed to 6” Above grade for future demolition.

General Conditions: Conduit is located on approximately 40% of demolished trees. EC to meet with tree clearing contractor for on-site coordination prior to work. Existing Overhead KU Utility line is located within dense trees called to be demolished refer to attached drawing for exact location. Contractor is to verify additional requirements with KU Arborist prior to work in this area.

## WEATHER

Inclement weather days will be reviewed and considered for approval by Facility Design & Construction personnel if requested by the contractor within 7 days of the weather incident. This request should be done in writing for record keeping purposes. For every inclement weather day lost, one day will be considered to be added at the end of the project if the contractor has been consistently showing up to the job site as outlined in this schedule. No additional compensation will be added for weather days.

**FORM OF PROPOSAL**

Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Having carefully examined the bid document, specifications and scope of work for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum \_\_\_\_\_ (Insert addendum numbers received or the word “none” if no addendum received.)

**BID:** Total Price for work requested in accordance to specifications and scope of work, I/We submit the following lump sum price of:

\$ \_\_\_\_\_

Submitted by:

NAME OF CONTRACTOR/ BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE’S NAME: \_\_\_\_\_  
Signature

AUTHORIZED REPRESENTATIVE’S NAME (printed): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE’S TITLE: \_\_\_\_\_

**Please indicate conformance by initialing yes or no to the below requirements as stated in the bid.**

1. Bidder must carry a minimum of \$1,000,000.00 liability insurance.  
Yes \_\_\_ No \_\_\_
2. Bidder must carry a minimum of \$1,000,000.00 property damage insurance.  
Yes \_\_\_ No \_\_\_
3. Bidder is licensed to perform work in the State of Kentucky  
Yes \_\_\_ No \_\_\_
4. Bidder is OSHA certified  
Yes \_\_\_ No \_\_\_
5. Bidder has been regularly and actively engaged in the applicable contracting business, operating under the same business name and business organization structure, and performed the type of work described in the applicable Scope of Work for a minimum of 3 years  
Yes \_\_\_ No \_\_\_

Price subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating bids/proposals, Fayette County Public Schools will apply a reciprocal preference against an Offeror submitting a bid/proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

**REFERENCES**

Proposal shall include at least 3 references of work. References must be for educational institutions or similar public agencies. References should include the name of the institution, a contact name, phone number, email and a description of the services provided. FCPS reserves the right to contact references not provided in submitted proposal

**Reference 1**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Type of work performed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Reference 2**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Type of work performed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Reference 3**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Type of work performed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**PLEDGE OF NON-DISCRIMINATION**

\_\_\_\_\_, is responding to RFP/BID \_\_\_\_\_ issued  
Insert Name of Company (hereinafter “Company”)

by the Board of Education of Fayette County, Kentucky, and hereby pledges:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in connection with the performance of any contract award by the district on this RFP/BID.

(2) The Company shall provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;

(3) The Company has been made aware of, understands and agrees to make good faith efforts to solicit MBE/WBEs to do business with this Company in the performance of work on any contract awarded on this RFP/BID.

The Company acknowledges that failure to make a good faith effort may have a negative impact on future contract opportunities.

\_\_\_\_\_  
(Authorized Company Representative Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

Bid #: \_\_\_\_\_

**This affidavit shall be completed if your company is a Kentucky based company.**

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT  
BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

FCPS reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
-----------	--------------

Title	Date
-------	------

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_ (Affiant) \_\_\_\_\_ (Title)

Of \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary] My commission expires: \_\_\_\_\_

**INDEX TO SPECIFICATIONS  
FOR  
FCPS New Rise STEM Academy for Girls - Phase 1: Electrical Demolition Package  
Fayette County Public Schools  
Lexington, Kentucky  
RTA 20045**

**VOLUME 1 OF 1**

**DIVISION 26 – ELECTRICAL**

260501	General Provisions – Electrical	1 – 13
260505	Demolition, Restoration and Salvage	1 – 1

**END OF INDEX TO SPECIFICATIONS**

**SECTION 260501 - GENERAL PROVISIONS - ELECTRICAL****1. GENERAL**

- A. The Instructions to Bidders, General and Special Conditions, and all other contract documents shall apply to the Contractor's work as well as to each of his Sub Contractor's work. Each Contractor is directed to familiarize himself in detail with all documents pertinent to this Contract. In case of conflict between these General Provisions and the General and/or Special Conditions, the affected Contractor shall contact the Engineer for clarification and final determination.
- B. The Contractor shall be governed by any alternates, unit prices and Addenda or other contract documents insofar as they may affect his part of the work.
- C. The work included in this division consists of the furnishing of all labor, equipment, transportation, supplies, material and appurtenances and performing all operations necessary for the satisfactory installation of complete and operating electrical systems indicated on the drawings and/or specified herein.
- D. Any materials, labor, equipment or services not mentioned specifically herein which may be necessary to complete or perfect any part of the electrical systems in a substantial manner, in compliance with the requirements stated, implied, or intended in the drawings and specifications, shall be included as part of this Contract. The Contractor shall give written notice of any materials or apparatus believed inadequate or unsuitable; in violation of laws, ordinances, rules or regulations of authorities having jurisdiction; and any necessary items of work omitted a minimum of ten days prior to bid. In the absence of such written notice and by the act of submitting his bid, it shall be understood that the Contractor has included the cost of all required items in his bid, and that he will be responsible for the approved satisfactory functioning of the entire system without extra compensations.
- E. It is not the intent of this section of the specifications (or the remainder of the contract documents) to make any specific Contractor, other than the Contractor holding the prime contract, responsible to the Owner, Architect and Engineer. All transactions such as submittal of shop drawings, claims for extra costs, requests for equipment or materials substitution, shall be done through the Contractor to the Architect (if applicable), then to the Engineer.
- F. This section of the Specifications or the arrangement of the contract documents shall not be construed as an attempt to arbitrarily assign responsibility for work, material, equipment or services to a particular trade Contractor or Sub-Contractor. Unless stated otherwise, the subdivision and assignment of work under the various sections shall be the responsibility of the Contractor holding the prime contract.
- G. It is the intent of this Contract to deliver to the Owner a "like new" project once work is complete. Although plans and specifications are complete to the extent possible, it shall be responsibility of the Contractors involved to remove and/or relocate or re-attach any existing or new systems which interfere with new equipment or materials to be installed by other trades without additional cost to the Owner.
- H. The Contractor shall provide interim life safety and fire detection measures as required by the Authority Having Jurisdiction, Division 1 specifications, NFPA, and applicable Codes. This includes temporary relocations of heat/smoke detection, exit signage, and egress lighting in existing buildings as applicable.
- I. In general, and to the extent possible, all work shall be accomplished without interruption of the existing facilities' operations. Each Contractor shall advise the Architect, Owner and Engineer (as applicable) in writing at least one week prior to the deliberate interruption of any services. The Owner shall be advised of the exact time that interruption will occur and the length of time the interruption will occur. Failure to comply with this requirement may result in complete work stoppage by the Contractors involved until a complete schedule of interruptions can be developed.

- J. Whenever utilities are interrupted, either deliberately or accidentally, the Contractor shall work continuously to restore said service. The Contractor shall provide tools, materials, skilled journeymen of his own and other trades as necessary, premium time as needed and coordination with all applicable utilities, including payment of utility company charges (if any), all without request for extra compensation to the Owner, except where otherwise provided for in the contract document.
- K. The Contractor shall be responsible for maintaining existing fire alarm, paging, access control, intrusion detection, CCTV, nurse call systems, etc., in occupied spaces in renovation and addition projects. The Contractor shall be required to disconnect and remove all existing devices in renovated areas (where directed as such) without affecting system operations. All costs associated with said work shall be borne by the Contractor.

L. Definitions:

- (1) Prime Contractor - The Contractor who has been engaged by the Owner in a contractual relationship to accomplish the work.
- (2) Electrical Contractor - Any Contractor whether bidding or working independently or under the supervision of a General Contractor, that is: the one holding the Prime Contract and who installs any type of Electrical work, such as: power, lighting, television, telecommunications, data, fiber optic, intercom, fire detection and alarm, security, video, underground or overhead electrical, etc.

Note: Any reference within these specifications to a specific entity, i.e., "Electrical Contractor" is not to be construed as an attempt to limit or define the scope of work for that entity or assign work to a specific trade or contracting entity. Such assignments of responsibility are the responsibility of the Contractor or Construction Manager holding the prime contract, unless otherwise provided herein.

- (3) Electrical Sub-Contractor - Each or any Contractor contracted to, or employed by, the Electrical Contractor for any work required by the Electrical Contractor.
- (4) Engineer - The Consulting Mechanical-Electrical Engineers, either consulting to the Owner, Architect, other Engineers, etc.
- (5) Architect - The Architect of Record for the project, if any.
- (6) Furnish - Deliver to the site in good condition.
- (7) Provide - Furnish and install in complete working order.
- (8) Install - Install equipment furnished by others in complete working order.
- (9) Contract Documents - All documents pertinent to the quality and quantity of all work to be performed on the project. Includes, but not limited to: Plans, Specifications, Addenda, Instructions to Bidders, (both General and Sub-Contractors), Unit Prices, Shop Drawings, Field Orders, Change Orders, Cost Breakdowns, Construction Manager's Assignments, Architect's Supplemental Instructions, Periodical Payment Requests, etc.

## 2. INTENT

- A. It is the intent of these specifications and all associated drawings that the Contractor provide finished work, tested, and ready for operation. Wherever the word "provide" is used, it shall mean "furnish and install complete and ready for use."
- B. Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work, the same as if herein specified or shown.

## 3. ELECTRICAL DRAWINGS AND SPECIFICATIONS

- A. The drawings are diagrammatic only and indicate the general arrangement of the systems and are to be followed insofar as possible. If deviations from the layouts are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted in writing to the Engineer for review before proceeding with the work. The Contract Drawings are not intended to show every vertical or horizontal offset which may be necessary to complete the systems. Contractors shall, however, anticipate that additional offsets may be required and submit their bid accordingly.
- B. The drawings and specifications are intended to supplement each other. No Contractor or supplier shall take advantage of conflict between them, or between parts of either, but should this condition exist, the Contractor or supplier shall request a clarification of the condition at least ten days prior to the submission of bids so that the condition may be clarified by Addendum. In the event that such a condition arises after work is started, the interpretation of the Engineer shall be the determining factor. In all instances, unless modified in writing and agreed upon by all parties thereto, the Contract to accomplish the work shall be binding on the affected Contractor.
- C. The drawings and specifications shall be considered to be cooperative and complimentary and anything appearing in the specifications which may not be indicated on the drawings or conversely, shall be considered as part of the Contract and must be executed the same as though indicated by both.
- D. The Contractor shall make all his own measurements in the field and shall be responsible for correct fitting. He shall coordinate this work with all other branches of work in such a manner as to cause a minimum of conflict or delay.
- E. Should overlap of work between the various trades become evident, this shall be called to the attention of the Engineer. In such event neither trade shall assume that he is to be relieved of the work which is specified under his branch until instructions in writing are received from the Engineer.
- F. The drawings are intended to show the approximate location of equipment, materials, etc. Dimensions given in figures on the drawings shall take precedence over scaled dimensions and all dimensions whether given in figures or scaled shall be verified in the field. In case of conflict between small and large scale drawings, the larger scale drawings shall take precedence.
- G. The Contractor and his Sub Contractors shall review all drawings in detail as they may relate to his work (structural, architectural, site survey, mechanical, etc.). Review all drawings for general coordination of work, responsibilities, ceiling clearances, wall penetration points, chase access, fixture elevations, etc. Make any pertinent coordination or apparent conflict comments to the Engineers at least ten days prior to bids, for issuance of clarification by written addendum.
- H. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, or not indicated at all, the parts drawn out shall apply to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses

or parts in which it occurs and shall also apply to all other similar parts of the work, unless otherwise indicated.

#### **4. EXAMINATION OF SITE AND CONDITIONS**

- A. The Contractor shall inform himself of all of the conditions under which the work is to be performed, the site of the work, the structure of the ground, the obstacles that may be encountered, the availability and location of necessary facilities and all relevant matters concerning the work. All Contractors or suppliers shall carefully examine all Drawings and Specifications and contract documents to determine the kind and type of materials to be used throughout the project and which may, in any way, affect the execution of his work.
- B. The Contractor shall fully acquaint himself with all existing conditions as to ingress and egress, distance of haul from supply points, routes for transportation of materials, facilities and services, availability of temporary or permanent utilities, etc. The Contractor shall include in his work all expenses or disbursements in connection with such matters and conditions. The Contractor shall verify all work shown on the drawings and conditions at the site, and shall report in writing to the Engineer ten days prior to bid, any apparent omissions or discrepancies in order that clarifications may be issued by written addendum. No allowance is to be made for lack of knowledge concerning such conditions after bids are accepted.

#### **5. EQUIPMENT AND MATERIALS SUBSTITUTIONS OR DEVIATIONS**

- A. When any Contractor requests review of substitute materials and/or equipment, and when under an approved formal alternate proposal, it shall be understood and agreed that such substitution, if approved, will be made without additional cost regardless of changes in connections, spacing, service, mounting, etc. In all cases where substitutions affect other trades, the Contractor offering such substitutions shall advise all such Contractors of the change and shall reimburse them for all necessary changes in their work. Any drawings, Specifications, Diagrams, etc., required to describe and coordinate such substitutions or deviations shall be professionally prepared at the responsible Contractor's expense. Special Note: Review of Shop Drawings by the Engineer does not absolve the Contractor of this responsibility
- B. References in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make, or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Each Contractor, in such cases, may, at his option, use any article, device, product, material, fixture, form, or type of construction which in the judgment of the Engineer is equivalent to that specified, provided the provisions of paragraph (A) immediately preceding are met. Substitutions shall be submitted to the Engineer a minimum of ten days prior to bid date for approval to bid in written form thru addenda or other method selected by the Engineer. If prevailing laws of cities, towns, states or countries are more stringent than these specifications regarding such substitutions, then those laws shall prevail over these requirements.
- C. Wherever any equipment and material is specified exclusively only such items shall be used unless substitution is accepted in writing by the engineers.
- D. The Contractor shall furnish along with his proposal a list of specified equipment and materials which he proposes to provide. Where several makes are mentioned in the Specifications and the Contractor fails to state which he proposes to furnish, the Engineer shall have the right to choose any of the makes mentioned without change in price.
- E. The Contractor shall review the contract documents and if a material substitution form is required for each proposed substitution, it shall be submitted per requirements.

#### **6. SUPERVISION OF WORK**

- A. Each Contractor and Sub-Contractors shall personally supervise the work or have a competent superintendent on the project site at all times during progress of the work, with full authority to act for him in matters related to the project.

## **7. CODES, RULES, PERMITS, FEES, REGULATIONS, ETC.**

- A. The Contractor shall give all necessary notices, obtain and pay for all permits, government sales taxes, fees, and other costs including utility connections or extensions, in connection with his work. As necessary, he shall file all required plans, utility easement requests and drawings, survey information on line locations, load calculations, etc., prepare all documents and obtain all necessary approvals of all utility and governmental departments having jurisdiction; obtain all required certificates of inspection for his work and deliver same to the Engineer before request for acceptance and final payment for the work.
- B. Ignorance of Codes, Rules, regulations, utility company requirements, laws, etc., shall not diminish or absolve Contractor's responsibilities to provide and complete all work in compliance with such.
- C. The Contractor shall include in the work, without extra cost, any labor, materials, services, apparatus or drawings required in order to comply with all applicable laws, ordinances rules and regulations, whether or not shown on drawings and/or specified.
- D. All materials furnished and all work installed shall comply with the current edition of the National Electrical Codes, National Fire Codes of the National Fire Protection Association, the requirements of local utility companies, and with the requirements of all governmental agencies or departments having jurisdiction.
- E. All material and equipment for the electrical systems shall bear the approval label, or shall be listed by the Underwriters' Laboratories, Incorporated. Listings by other testing agencies may be acceptable with written approval by the Engineer.
- F. All electrical work is to be constructed and installed in accordance with plans and specifications which have been approved in their entirety and/or reflect any changes requested by the State Fire Marshal, as applicable or required. Electrical work shall not commence until such plans are in the hands of the Electrical Contractor.
- G. The Contractor shall insure that his work is accomplished in accord with OSHA Standards and any other applicable government requirements.
- H. Where conflict arises between any code and the plans and/or specifications, the code shall apply except in the instance where the plans and specifications exceed the requirements of the code. Any changes required as a result of these conflicts shall be brought to the attention of the Engineer at least ten working days prior to bid date, otherwise the Contractor shall make the required changes at his own expense. The provisions of the codes constitute minimum standards for wiring methods, materials, equipment and construction and compliance therewith will be required for all electrical work, except where the drawings and specifications require better materials, equipment, and construction than these minimum standards, in which case the drawings and specifications shall be the minimum standards.

## **8. COST BREAKDOWNS/SCHEDULE OF VALUES**

- A. Within thirty days after acceptance of the Contract, the Contractor is required to furnish to the Engineer one copy of a detailed cost breakdown on each respective area of work. These cost breakdowns shall be made on forms provided or approved by the Engineer or Architect. Payments will not be made until satisfactory



cost breakdowns are submitted. Refer to the end of this section for a sample of expected level and breakout being required.

## **9. CORRECTION PERIOD**

- A. All equipment, apparatus, materials, etc., shall be the best of its respective kind. The Contractor shall replace all materials at his own expense, which fail or are deemed defective as described in the General Conditions. The effective date of completion of the work shall be the date each or any portion of the work is accepted by the Architect or Engineer as being substantially complete.
- B. Items of equipment which have longer guarantees, as called for in these specifications or as otherwise offered by the manufacturer, such as generators, engines, batteries, transformers, etc., shall have warranties and guarantees completed in order, and shall be in effect at the time of final acceptance of the work by the Engineer. The Contractor shall present the Engineer with such warranties and guarantees at the time of final acceptance of the work. The Owner reserves the right to use equipment installed by the Contractor prior to date of final acceptance. Such use of equipment shall in no way invalidate the guarantee except that Owner shall be liable for any damage to equipment during this period due to negligence of his operator or other employee.

## **10. INSPECTION, APPROVALS AND TESTS**

- A. Before requesting a final review of the installation from the Architect and/or Engineer, the Contractor shall thoroughly inspect his installation to assure that the work is complete in every detail and that all requirements of the Contract Documents have been fulfilled. Failure to accomplish this may result in charges from the Architect and/or Engineers for unnecessary and undue work on their part.
- B. The Contractor shall test all wiring and connections for cross connects, continuity and grounds before equipment and fixtures are connected, and when indicated or required, demonstrate by continuity/load/voltage test and Megger Test the installation of any circuit or group of circuits. Where such tests indicate the possibility of faulty insulation, locate the point of such fault, replacing same with new and demonstrate by further test the elimination of such defect. The secondary service entrance conductors from the utility (source) transformer to the main service disconnecting means shall be megger tested. The results of this test shall be turned over to the engineer for review and approval. Any conductor failing the test shall be replaced and any costs associated shall be borne by the contractor.

## **11. CHANGES IN ELECTRICAL WORK**

REFER TO GENERAL AND SPECIAL CONDITIONS.

## **12. CLAIMS FOR EXTRA COST**

REFER TO GENERAL AND SPECIAL CONDITIONS.

## **13. SURVEYS, MEASUREMENTS AND GRADES**

- A. The Contractor shall lay out his work and be responsible for all necessary lines, levels, elevations and measurements. He must verify the figures shown on the drawings before laying out the work and will be held responsible for any error resulting from his failure to do so.
- B. The Contractor shall base all measurements, both horizontal and vertical from established bench marks. All work shall agree with these established lines and levels. Verify all measurements at site and check the correctness of same as related to the work.

- C. Should the Contractor discover any discrepancy between actual measurements and those indicated, which prevents following good practice or the intent of the drawings and specifications, he shall notify the Engineer thru normal channels of job communication and shall not proceed with his work until he has received instructions from the Engineer.

#### **14. TEMPORARY USE OF EQUIPMENT**

- A. The permanent electrical equipment, when installed, may be used for temporary services, subject to an agreement among the Contractors involved, the Owner, and with the consent of the Engineer. Should the permanent systems be used for this purpose, each Contractor shall pay for all temporary connections required and any replacements required due to damage without cost, leaving the equipment and installation in "as new" condition. The Contractor may be required to bear utility costs, user fees, etc.
- B. Permission to use the permanent equipment does not relieve the Contractors who utilize this equipment from the responsibility for any damages to the building construction and/or equipment which might result because of its use.

#### **15. TEMPORARY SERVICES**

- A. The Contractor shall arrange for temporary electrical and other services which he may require to accomplish his work. In the absence of other provisions in the contract, the Contractor shall provide for his own temporary services of all types, including the cost of connections, utility company fees, construction, removal, etc., in his bid.

#### **16. RECORD DRAWINGS**

- A. The Contractor shall insure that any deviations from the design are being recorded daily or as necessary on record drawings being maintained by the Contractor. Dimensions from fixed, visible permanent lines or landmarks shown in vertical and horizontal ways shall be utilized. Compliance shall be a requirement for final payment. Pay particular attention to the location of underfloor or underground exterior in-contract or utility-owned or leased service lines, main switches and other appurtenances important to the maintenance and safety of the Electrical System. Keep information in a set of drawings set aside at the job site especially for this purpose. Deliver these record drawings electronically to the Engineer in AutoCad 2000 format (or more recent version) along with the hand marked field set. Electronic bid drawings will be furnished to the Contractor for his use at the completion of the work.

#### **17. MATERIALS AND WORKMANSHIP**

- A. All electrical equipment, materials and articles incorporated in the work shall be new and of comparable quality to that specified. All workmanship shall be first-class and shall be performed by electricians skilled and regularly employed in their respective trades. The Contractor shall determine that the equipment he proposes to furnish can be brought into the building(s) and installed within the space available. All equipment shall be installed so that all parts are readily accessible for inspection, maintenance, replacement, etc. Extra compensation will not be allowed for relocation of equipment for accessibility or for dismantling equipment to obtain entrance into the building(s).
- B. All conduit and/or conductors shall be concealed in or below walls, floors or above ceilings unless otherwise noted. All fixtures, devices and wiring required shall be installed to make up complete systems as indicated on the drawings and specified herein.
- C. All materials, where applicable, shall bear Underwriters' Laboratories label or that of another Engineer-approved testing agency, where such a standard has been established.

- D. Each length of conduit, wireway, duct, conductor, cable, fitting, fixture and device used in the electrical systems shall be stamped or indelibly marked with the makers mark or name.
- E. All electrical equipment shall bear the manufacturer's name and address and shall indicate its electrical capacity and characteristics.
- F. All electrical materials, equipment and appliances shall conform to the latest standards of the National Electric Manufacturers Association (NEMA) and the National Board of Fire Underwriters (NBFU) and shall be approved by the Owner's insuring agency if so required.

## **18. QUALIFICATIONS OF WORKMEN**

- A. All electrical work shall be accomplished by qualified workmen competent in the area of work for which they are responsible. Untrained and incompetent workmen as evidenced by their workmanship shall be relieved of their responsibilities in those areas. The Engineer shall reserve the right to determine the quality of workmanship of any workman and unqualified or incompetent workmen shall refrain from work in areas not satisfactory to him. Requests for relief of a workman shall be made through the normal channels of responsibility established by the Architect or the contract document provisions.
- B. All electrical work shall be accomplished by Journeymen electricians under the direct supervision of a licensed Electrician. All applicable codes, utility company regulations, laws and permitting authority of the locality shall be fully complied with by the Contractor.

## **19. CONDUCT OF WORKMEN**

- A. The Contractor shall be responsible for the conduct of all workmen under his supervision. Misconduct on the part of any workmen to the extent of creating a safety hazard, or endangering the lives and property of others, shall result in the prompt relief of that workman. The consumption or influence of alcoholic beverages, narcotics or illegally used controlled substances on the jobsite is strictly forbidden.

## **20. COOPERATION AND COORDINATION BETWEEN TRADES**

- A. The Contractor is expressly directed to read the General Conditions and all detailed sections of these specifications for all other trades and to study all drawings applicable to his work, including Architectural, Mechanical, Structural and other pertinent Drawings, to the end that complete coordination between trades will be effected.
- B. Refer to Coordination Among Trades, Systems Interfacing and Connection of Equipment Furnished by Others section of these Specifications for further coordination requirements.

## **21. PROTECTION OF EQUIPMENT**

- A. The Contractor shall be entirely responsible for all material and equipment furnished by him in connection with his work and special care shall be taken to properly protect all parts thereof from damage during the construction period. Such protection shall be by a means acceptable to the Engineer. All rough-in conduit shall be properly plugged or capped during construction in a manner approved by the Engineer. Equipment damaged while stored on site either before or after installation shall be repaired or replaced (as determined by the Engineer) by the responsible Contractor.

## **22. MAINTENANCE OF EXISTING UTILITIES AND LINES**

- A. The locations of all piping, conduits, cables, utilities and manholes existing, or otherwise, that come within the contract construction site, shall be subject to continuous uninterrupted maintenance with no exception unless the Owner of the utilities grants permission to interrupt same temporarily, if need be. Provide one week's written notice to Engineer, Architect and Owner prior to interrupting any utility service or line. Also see Article 1. - General, this section.
- B. Known utilities and lines as available to the Engineer are shown on the drawings. However, it is additionally required that, prior to any excavation being performed, each Contractor ascertain that no utilities or lines, known or unknown, are endangered by the excavation.
- C. If the above mentioned utilities or lines occur in the earth within the construction site, the Contractor shall first probe and make every effort to locate the lines prior to excavating in the respective area. Electromagnetic utility locators and acoustic pipe locators shall be utilized to determine where metallic and non-metallic piping is buried prior to any excavation.
- D. Cutting into existing utilities and services shall be done in coordination with and as designated by the Owner of the utility. The Contractor shall work continuously to restore service(s) upon deliberate or accidental interruption, providing premium time and materials as needed without extra claim to the Owner.
- E. The Contractor shall repair to the satisfaction of the Engineer any surface or subsurface improvements damaged during the course of the work, unless such improvement is shown to be abandoned or removed.
- F. Machine excavation shall not be permitted within ten feet of existing gas or fuel lines. Hand excavate only in these areas, in accord with utility company, agency or other applicable laws, standards or regulations.
- G. Protect all new or existing lines from damage by traffic, etc. during construction.
- H. Protect existing trees, indicated to remain with fencing or other approved method. Hold all new subsurface lines outside the drip line of trees, offsetting as necessary to protect root structures. Refer to planting or landscaping plans, or in their absence, consult with the Architect.

## **23. WEATHERPROOFING**

- A. Where any work pierces waterproofing, including waterproof concrete, the method of installation shall be as approved by the Architect and/or Engineer before work is done. The Contractor shall furnish all necessary sleeves, caulking and flashing required to make openings absolutely watertight.
- B. Wherever work penetrates roofing, it shall be done in a manner that will not diminish or void the roofing guarantee or warranty in any way. Coordinate all such work with the roofing installer.

## **24. SCAFFOLDING, RIGGING AND HOISTING**

- A. The Contractor shall furnish all scaffolding, rigging, hoisting, and services necessary for erection and delivery into the premises of any equipment and apparatus furnished. Remove same from premises when no longer required.

## **25. CLEANING**

- A. The Contractor shall, at all times, keep the area of his work presentable to the public and clean of rubbish caused by his operations; and at the completion of the work, shall remove all rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the work clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the Engineer may cause cleaning to be done by others and charge the cost of same to the responsible Contractor. Each Contractor shall be responsible for all damage from fire which originates in, or is propagated by, accumulations of his rubbish or debris.
- B. After completion of all work and before final acceptance of the work, each Contractor shall thoroughly clean all equipment and materials and shall remove all foreign matter such as grease, dirt, plaster, labels, stickers, etc., from the exterior of materials, equipment and all associated fabrication. Pay particular attention to finished area surfaces such as lighting fixture lenses, lamps, reflectors, panels, etc.

## 26. INDEMNIFICATION

- A. The Contractor shall hold harmless and indemnify the Engineer, employees, officers, agents and consultants from all claims, loss, damage, actions, causes of actions, expense and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons, (including third parties), or any property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from the negligence of the Contractor, any subcontractor, any employee, agent or representative.

## 27. FINAL PUNCH LISTS

- A. The Contractor shall review each area and prepare a punch list for each of the subcontractors, as applicable, for at least two stages of the project:
  - (1) For review of above-ceiling work that will be concealed by tile or other materials well before substantial completion.
  - (2) For review of all other work as the project nears substantial completion.
- B. When all work from the Contractor's punch list is complete at each of these stages and prior to completing ceiling installations (or at the final punch list stage), the Contractor shall request that the Engineer develop a punch list. This request is to be made in writing seven days prior to the proposed date. After all corrections have been made from the Engineer's punch list, the Contractor shall review and initial off on each item. This signed-off punch list shall be submitted to the Engineer. The Engineer shall return to the site once to review each punch list and all work prior to the ceilings being installed and at the final punch list review.
- C. If additional visits are required by the Engineer to review work not completed by this review, the Engineer shall be reimbursed directly by the Contractor by check or money order (due net 10 days from date of each additional visit) at a rate of \$140.00 per hour for extra trips required to complete either of the above-ceiling or final punch lists.



**Phone: (859) 253-0892 – Fax: (859) 231-8357**

The following is CMTA’s guide for required electrical information relative to the Schedule of Values. Please utilize all items that pertain to this project and add any specialized system as required. A thorough and detailed schedule of values will allow for fair and equitable Pay Application approval and minimize any discrepancies as to the status of the job.

**Electrical**

Description of Work	Scheduled Value	Labor	Material
Mobilization/Permits			
Demolition			



**SECTION 260502 - SCOPE OF THE ELECTRICAL WORK****1. GENERAL**

Each Electrical Contractor's attention is directed to Section 260501 - General Provisions, Electrical, and all other Contract Documents as they apply to his work.

**2. SCOPE OF THE ELECTRICAL WORK**

The Electrical work for this project includes all labor, materials, equipment, fixtures, excavation, backfill and related items required to completely install, test, verify place in service and deliver to the Owner complete electrical systems in accordance with the accompanying plans and all provisions of these specifications. This work shall primarily include, but is not limited to the following:

- A. All demolition work as shown on drawings.
- B. All necessary coordination with electric utility company, telephone company, cable television company, etc. to insure that work, connections, etc., that they are to provide is accomplished and that service to this facility is delivered complete prior to occupancy.
- C. Paying all necessary fees and cost for permits, inspections, work by utility companies(power, telephone, CATV, etc). The Contractor shall contact the utility companies prior to submitting a bid to determine exactly these charges will be.
- D. Prior to submitting a bid, the Contractor shall contact all serving utility companies to determine exactly what each utility company will provide and exactly what is required of the Contractor and the Contractor shall include all such requirements in his base bid.

**END OF SECTION**



**SECTION 260505 - DEMOLITION, RESTORATION AND SALVAGE****1. GENERAL**

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and all other divisions of these specifications apply to work specified in this section.

**2. DESCRIPTION OF WORK**

- A. This section covers all demolition, restoration and salvage required to perform the electrical work indicated on the drawings, specified and/or as required to complete the project. It is the intent of this section of work to remove all existing electrical equipment, materials, etc. which are not required for the completed building and to restore any and all finished surfaces to their original type and conditions. To accomplish these requirements, the Contractor(s) shall, at his own expense, engage the services of others already performing finish work on this project. All work shall be completed to the satisfaction of the Architect/Engineers whose decisions shall be final. This requirement shall apply to all restoration work whether indicated or specified.
- B. The Contractor shall lawfully dispose of any removed P.C.B.-bearing ballasts (containing polychlorinated biphenyl), and all mercury-vapor bearing lamps, in accordance with all state, local, federal and other applicable laws and regulations.

**3. ELECTRICAL**

- A. Where electrical fixtures, equipment or other materials are removed and/or relocated, all abandoned conduit and conductors shall be removed in exposed areas. In concealed areas, materials shall be abandoned in place or removed as indicated and patch all openings.
- B. The Contractor shall be responsible for the removal and/or relocation of any electrical equipment, fixtures, devices, appurtenances, etc., which may, in the course of construction, interfere with the installation of any new and/or relocated Architectural, Mechanical, Electrical, Structural or Fire Protection Systems whether indicated or not.

**4. SALVAGE**

- A. It is the intent of this section to deliver to the Owner all components of any electrical system which may be economically reused by him. The Contractor shall make every effort to remove reusable components without damage and deliver them to a location designated by the Owner.

**END OF SECTION**

# FCPS New Rise STEM Academy for Girls - PHASE 1 ELECTRICAL DEMOLITION PACKAGE

## Lexington, Kentucky

for the

### Fayette County Board of Education

701 East Main Street Lexington, Kentucky 40502

p 859.381.4100

BG # 23-547

RTA # 20045



101 old lafayette avenue  
lexington, kentucky 40502  
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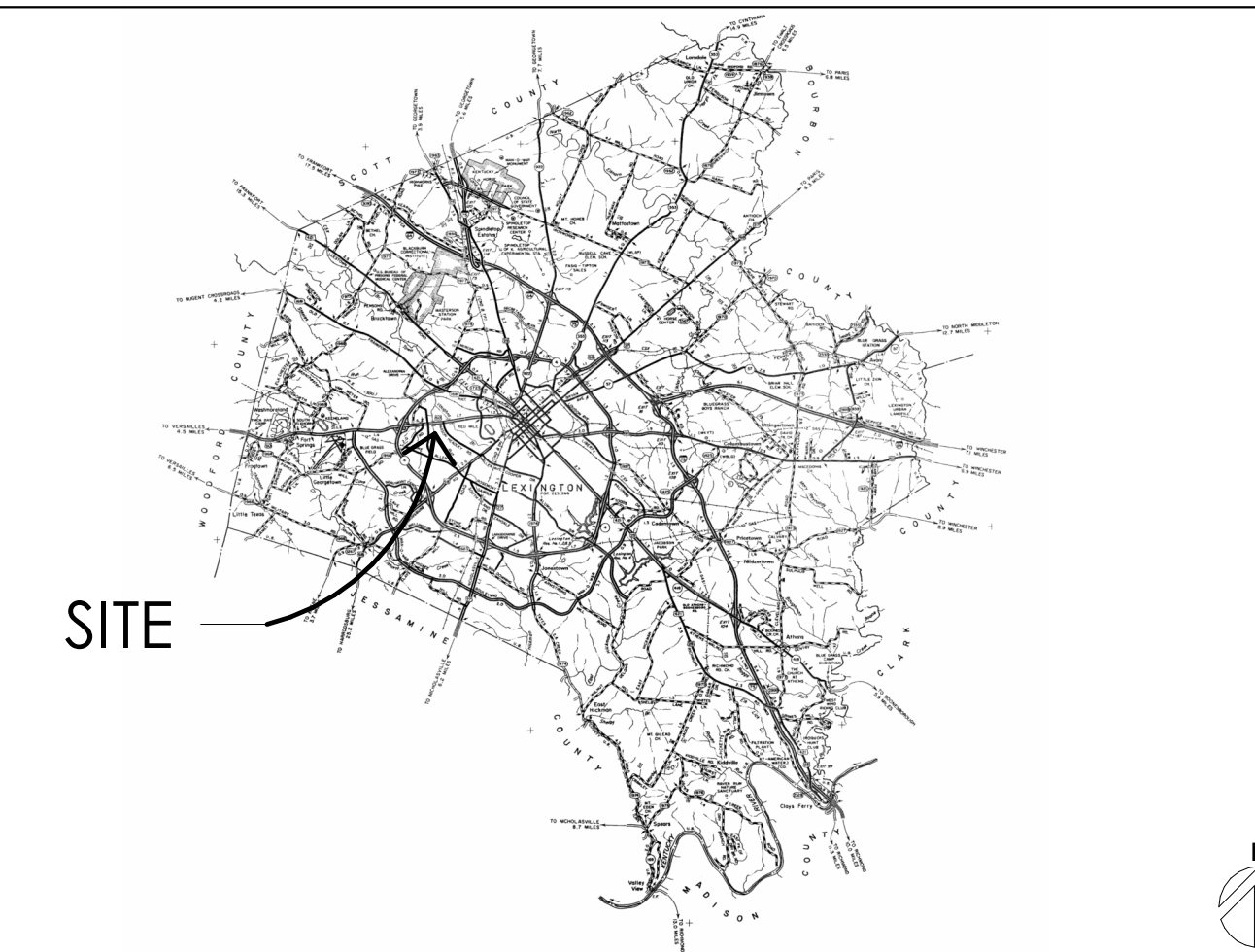
M.E.P. ENGINEER: CMTA, INC.  
220 Lexington Green Circle, Suite 600 Lexington, Kentucky 40503  
p 859.253.0892

LANDSCAPE ARCHITECT & CIVIL ENGINEER: ELEMENT DESIGN  
366 S Broadway Lexington, Kentucky 40508  
p 859.389.6533

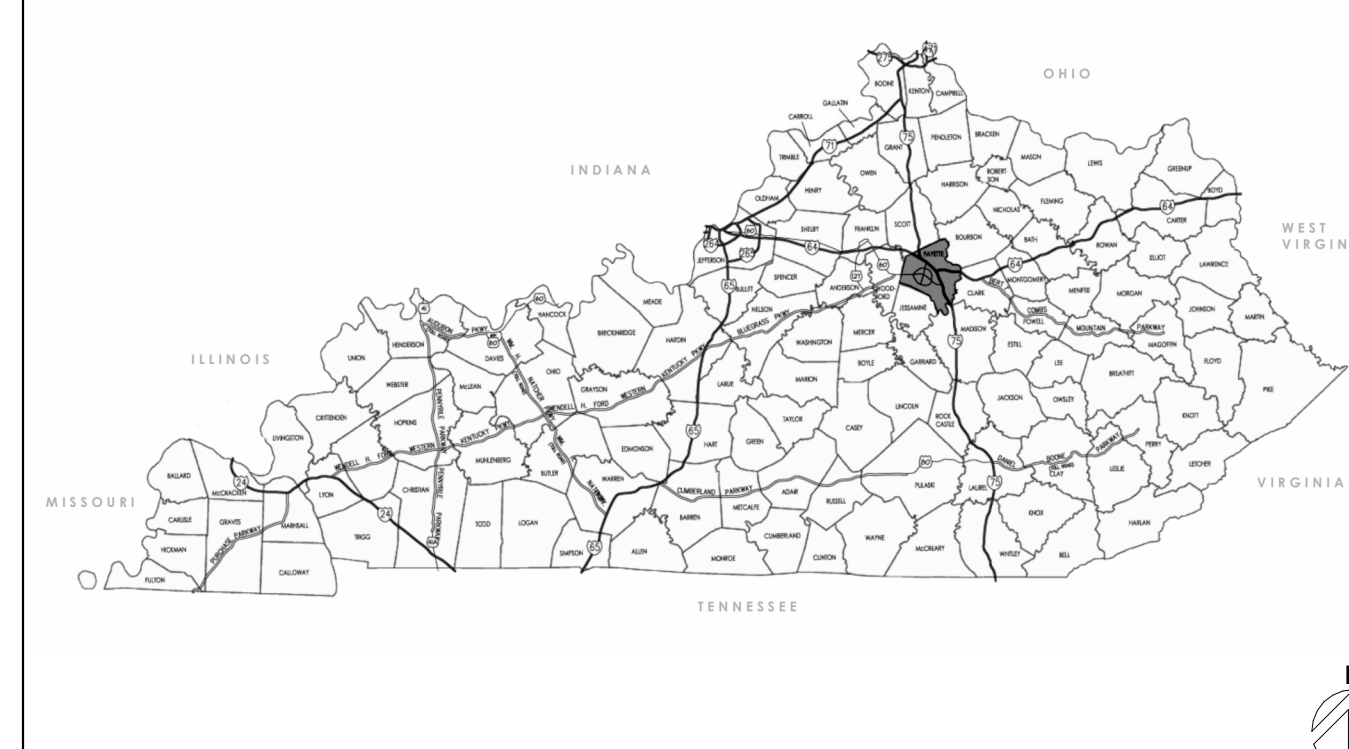
PROJECT SITE ADDRESS:

2160 Versailles Road,  
Lexington, Kentucky  
40504

VICINITY MAP



PROJECT VICINITY MAP



INDEX OF DRAWINGS

E100 SITE ELECTRICAL DEMOLITION



COVER SHEET  
NEW RISE STEM ACADEMY FOR GIRLS - PHASE 1 ELECTRICAL DEMOLITION PACKAGE  
FOR:  
FAYETTE COUNTY PUBLIC SCHOOLS  
2160 VERSAILLES ROAD, LEXINGTON, KY 40504

M.E.P. Engineer:  
CMTA, Inc.  
220 Lexington Green Circle  
Suite 600  
Lexington, KY 40504  
p 859.253.0892  
Site/Civil Engineer:  
Element Design  
366 S Broadway  
Lexington, KY 40508  
p 859.389.6533

BG# 23-547

Project No: 20045  
Drawn By: Author  
Rev'd By: Checker

SHEET RELEASE

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