



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 21, 2017

INVITATION TO BID #33-2017 Relocation of Electrical Panel

Bid Opening Date: March 7, 2017

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Firm Bid

Pre Bid Meeting: February 27, 2017

Pre Bid Time: 10:00 am

Address: 498 Georgetown Street, Room 113, Lexington, KY 40508

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **03/07/2017**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 498 Georgetown Street, Lexington, KY 40508

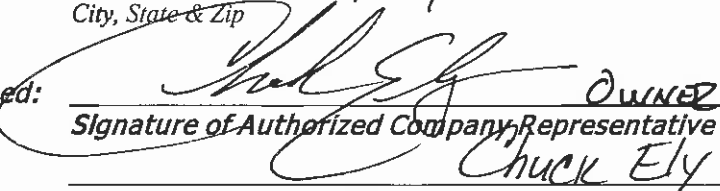
Bid Security and Performance Bond Required for all bids over \$50,000.

<input checked="" type="checkbox"/> Bid Specifications Met Check One: _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		Proposed Delivery: <u>20</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes _____ No		

Submitted by: ELY ELECTRIC
Firm Name

200 EAST TIVERTON WAY
Address

LEXINGTON, KY 40517
City, State & Zip

Bid must be signed:  **OWNER**
(original signature) Signature of Authorized Company Representative – Title

Representative's Name (Typed or printed)

(859) 608-4725
Area Code - Phone - Extension Fax #

cely@elyelectric.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Charles B Ely III, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Charles B Ely III and he/she is the individual submitting the bid or is the authorized representative of Ely Electric Inc the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Charles B Ely III (Chub)

STATE OF WI

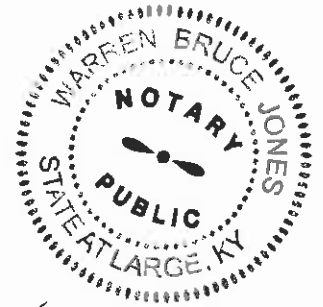
COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Charles Ely on this the 6 day of March, 2012.

My Commission expires: 4/9/13

Warren Bruce Jones
NOTARY PUBLIC, STATE AT LARGE



Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #33-2017 Relocation of Electrical Panel"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of 5 percent of the bid price must be attached hereto for bids greater than \$50,000. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted to be included as special conditions in each

contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

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

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

LFUCG Non-Appropriation Clause

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

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

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

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.


Signature


Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any

request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

3/5/17
Date

WORKFORCE ANALYSIS FORM

Name of Organization: *ELY ELECTRIC*

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		<i>1</i>															<i>1</i>
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians		<i>2</i>															<i>2</i>
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:		<i>3</i>															<i>3</i>

Prepared by: *Chad Ely* OWNER
 (Name and Title)

Date: *3, 5, 17*

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and Veteran-Owned suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or

Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding

to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shirle Hawkins UK SBDC	smack@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Byne	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 33-2017

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <i>NA</i>		<i>This is a project we plan to do 100% "in house" with staff on payroll</i>		
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Ely Electric
Company

Chad Ely
Company Representative

3/5/17
Date

OWNER
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 33-2017

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

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

Ely Electric
Company

3/5/17
Date

Chad Ely
Company Representative

OWNER
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 33-2017

The undersigned acknowledges that the minority and veteran-owned subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <i>Ely Electric</i>	Contact Person <i>Chuck Ely</i>
Address/Phone/Email <i>200 E. TIVERTON WAY LEXINGTON, KY 40517 cely@elyelectric.com</i>	Bid Package / Bid Date <i>#33-2017 3/7/17</i>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<i>N/A</i>								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Ely Electric
Company

Chuck Ely
Company Representative

3/7/17
Date

OWNER
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 33-2017

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name: <u>Ely Electric</u>	Address: _____
Federal Tax ID: <u>13-4219267</u>	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Ely Electric
Company

3/7/17
Date

Chuck Ely
Company Representative

OWNER
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 33-2017

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

X Attended LFUCG Central Purchasing Economic Inclusion Outreach event

X Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

X requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Ely Electric
Company

3/5/17
Date

Chuck Ely
Company Representative

OWNER
Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
Bid #33-2017 Relocation of Electrical Panel**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED

HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as

available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00470806

**INVITATION TO BID
#33-2017 RELOCATION OF ELECTRICAL PANEL**

**ROOFTOP FEEDER UPGRADES
BLACK & WILLIAMS FACILITY
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
Lexington, Kentucky**

**Lexington-Fayette Urban County Government
200 E. Main Street
Lexington, Kentucky 40507**

FEBRUARY 2017

Prepared By:



TECHNICAL HORIZONS ENGINEERS

**501 Darby Creek, Suite #31
Lexington, Kentucky 40509
Phone: (859) 263-5983 Fax: (859) 226-0045**

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

TECHNICAL SPECIFICATIONS

INDEX OF DIVISION ONE SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>
SECTION 01000	SPECIAL CONDITIONS
SECTION 01027	APPLICATIONS FOR PAYMENT
SECTION 01039	COORDINATION AND MEETINGS
SECTION 01300	SUBMITTALS
SECTION 01700	CONTRACT CLOSEOUT
SECTION 01740	WARRANTIES AND BONDS

INDEX OF DIVISION SIXTEEN SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>
SECTION 16001	DEMOLITION
SECTION 16010 SECTION 16110	GENERAL PROVISIONS - ELECTRICAL RACEWAYS & FITTINGS
SECTION 16120	CONDUCTORS, CABLES, IDENTIFICATIONS, SPLICING, & CONNECTORS
SECTION 16135	CABINETS, OUTLET BOXES & PULL BOXES
SECTION 16452	GROUNDING
SECTION 16470	ELECTRICAL DISTRIBUTION EQUIPMENT

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 01000: SPECIAL CONDITIONS

1. GENERAL

- 1.1. The Contractor shall furnish all materials and perform all the work described in the Specifications and/or shown on the Drawings entitled Rooftop Feeder Upgrades for Black & Williams Facility.
- 1.2. The CONTRACTOR understands and agrees that the Special Conditions & Provisions of this contract define the responsibilities of the CONTRACTOR to the OWNER.
- 1.3. As used in this Contract, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:
 - 1.3.1. CONTRACTOR means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
 - 1.3.2. OWNER means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest. Address: 200 E. Main Street, Lexington, KY 40507.
 - 1.3.3. The term "ENGINEER" as used through-out these documents means Technical Horizons, 501 Darby Creek, Suite #31, Lexington, KY 40509.

2. INDEMNITY

- 2.1. CONTRACTOR agrees to defend, indemnify, and hold harmless OWNER from any and all losses or claims of whatever kind that are in any way incidental to or connected with or that arise or are alleged to have arisen, directly or indirectly, in whole or in part from the execution, performance or breach of this Contract by CONTRACTOR, including any environmental problems CONTRACTOR may cause, including without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof. This indemnity agreement shall in no way be limited by any financial responsibility, insurance, or loss control requirements below and shall survive the termination of this contract.
- 2.2. For purposes of this Indemnity Provision:
 - 2.2.1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at CONTRACTOR'S expense, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld.
 - 2.2.2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies and other causes of action of whatever kind.

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

2.2.3. The word "losses" includes, but is not limited to claims, liens, demands, causes of action, judgments, penalties, interest, court costs, legal fees, and litigation expenses arising from death, injury or damage of any kind.

3. FINANCIAL RESPONSIBILITY

3.1. The CONTRACTOR understands and agrees that the CONTRACTOR shall, prior to final acceptance of the CONTRACTOR'S bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4. INSURANCE REQUIREMENTS

4.1. CONTRACTOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS listed as required by the LFUCG Contract Documents. CONTRACTOR shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR.

5. SAFETY AND LOSS CONTROL

5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December, 1970, and all other federal, state and local safety health, sanitation and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.

5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:400 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:300, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.

5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted but not obligated, to inspect the work place, operations, machinery and equipment involved in this contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

5.4. The CONTRACTOR shall designate a Safety Supervisor. This individual shall be employed by the CONTRACTOR and will be responsible for reviewing the on-site workspace and ensuring that all OSHA regulations are adhered to by the Contractor's personnel and by ALL SUBCONTRACTORS. The Safety Supervisor is to be responsible for designating precautions with regards to the execution of the work, and

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

for enforcing these precautions. This individual will also be responsible for authorizing welding, issuance of welding permits, and ensuring the adequacy of fire watch and fire avoidance precautions.

6. DRAWINGS & SPECIFICATIONS

6.1. Should any error or inconsistency appear in the Drawings or Specifications, the Contractor, before proceeding with the work, must make mention of the purported error to the Engineer for proper adjustment and in no case proceed with the Work in uncertainty or with insufficient direction.

7. ADMINISTRATION OF THE CONTRACT

7.1. The Engineer will perform certain administrative functions of the Construction Contract. Nothing contained in these Contract Documents, nor in any other oral or written agreements or communications shall create, express or imply any contractual relationship between Contractor and Engineer.

7.2. The Engineer may make periodic visits to the Work. The purpose is to observe progress and endeavor to guard against defects, not to supervise Contractor's Work; Contractor shall bear sole responsibility for avoiding and/or remediating defects.

7.3. The Engineer functions on this Project as design Engineer only. Engineer shall accept no responsibility for the Contractor's construction operations, safety program, or any means or methods of construction.

8. EXISTING OPERATING SYSTEMS

8.1. Operating systems, utilities and services serving the existing building shall be maintained in operation to serve the needs of portions of the building and site not involved in the Work under this Contract, except for such periods as are absolutely necessary to perform the Work. Such operating systems, utilities and services include, but are not necessarily limited to, water, electric power, ventilating, air conditioning, sanitary sewer, fire alarm, telephone and communications.

8.2. Prior to interrupting or otherwise affecting any such operating system, utility or service, Contractor shall consult with Owner to establish a mutually satisfactory schedule for cutover, cut-off, disruption, or other change in operation of the affected system, utility or service. The Owner may require that such cutover, cut-off, disruption or change in operation be made to occur after normal working hours, or on holidays or weekends. Once established and agreed to, schedules of disruption of systems, services, and utilities shall be strictly adhered to, unless later changed by mutual agreement between Owner and Contractor.

9. ACCESS TO SITE:

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

9.1. Access to the occupied building areas will be as described below:

9.1.1. Building is available during normal work hours.

9.1.2. Building is to remain occupied during construction and Contractor must arrange work schedule to allow reasonable space for the facility staff to perform routine operations.

9.2. All Contractor activities shall accommodate the day-to-day operation of the LFUCG facility.

10. STORAGE AND DELIVERIES:

10.1. Each Contractor providing materials and equipment shall be responsible for the proper and adequate storage of materials and equipment, and for the removal of same upon completion of his work.

10.2. Contractor shall coordinate times of deliveries for all materials. It will be the Contractor's responsibility to receive all material deliveries for items covered under this Contract. LFUCG will not provide and equipment for unloading of materials.

11. PARKING:

11.1. The Contractor is informed that parking will be available on site.

12. WORK BY OTHER CONTRACTORS

12.1. Contractor is informed that other projects may be on-going at the facility; known or perhaps unknown. Contractor shall work with LFUCG to coordinate these efforts so that other Contracts are not unduly impeded.

12.2. Specific Contract Coordination:

12.2.1. Contractor is informed that a roof replacement project will be on-going during this project and that this Contractor shall coordinate the staging and timing of work with the Roofing contractor. Specifically, new conduit feeder runs are to be run through sheet metal roof hoods to go through the roof. Roofing contractor to be responsible for flashing and counterflashing penetrations.

13. TOILET FACILITIES:

13.1. Contractor may use on site Owner toilet facilities. Contractor to use only those facilities as designated by facilities manager.

14. DAMAGED FACILITIES

14.1. Each Contractor shall repair and/or replace, at no expense to Owner, any sections of building and/or systems damaged by reason of work performed under this Contract or

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

incidental thereto, whether by forces of the Contractor or that of Subcontractors or Vendors.

15. TIME AND LIQUIDATED DAMAGES:

- 15.1. Once the Contractor receives a Notice to Proceed or receives the Executed Contract (whichever comes first), the Contractor shall commence work as soon as possible to complete work to achieve Substantial Completion within **20 days**. Contractor shall complete items from Punch List within **ten (10) days**.
- 15.2. Failure of the Contractor to complete project within the above delineated timeframe shall result in the Contractor being **liable for \$250.00 per day liquidated damages**.

16. PRECONSTRUCTION CONFERENCE:

- 16.1. A Preconstruction Conference will be held after the Notice to Proceed, and before construction has begun. The purpose shall be to discuss, Define and coordinate the planned activated of all affected parties to this Contract.
- 16.2. The conference shall be attended by representatives of the Owner. The Engineer, the Contractor, Contractor's Superintendent, and a representative of each major subcontractor.
- 16.3. The following issues are some of the major points to be discussed:
- 16.3.1. Contract, Drawings, Specifications, shop drawings and details.
 - 16.3.2. Any proposed deviations from the Contract Documents
 - 16.3.3. Particular requirements of the Special Conditions.
 - 16.3.4. Progress schedules
 - 16.3.5. Work Areas and work hours.
 - 16.3.6. Limitations on delivery of materials and working conditions.
 - 16.3.7. Contractor's proposed safety program.
 - 16.3.8. Parking

17. ORDERING MATERIALS

- 17.1. Immediately following the Notice to Proceed, Contractor shall determine sources of supply for all materials, and length of time required for their delivery, including materials of all subcontractor's materials.
- 17.2. If for any reason an item specified will not be available when needed, and Contractor can show he has made a reasonable effort to obtain the item in question, including recommended alternate sources of supply, Contractor may make an appropriate substitute within the terms of the Contract, provided that prior approval from the Engineer has been obtained.

18. MEASUREMENTS

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

- 18.1. The Contractor shall be responsible for verification of all measurements at the site before allowing the order of any materials or before doing any work. No extra charge or compensation will be allowed due to differences between actual dimensions and those indicated by the Drawings.

19. CLEANING

- 19.1. Area within the Contract limits and grounds shall be kept clean and orderly during the contract period. No accumulation of debris or trash as a result of the Work shall be permitted. Daily, the Contractor shall ensure that the building is cleared of any such construction debris.

20. CONDUCT OF EMPLOYEES:

- 20.1. Special effort shall be made by the Contractor to prevent employees of the Contractor or any Subcontractor from entering building through other entrances, other than those specifically identified to be used by the Owner.
- 20.2. The Contractor is advised that the consumption of alcoholic beverages, drugs, or the possession of fire arms on the job is strictly prohibited. Any personnel found to be under the influence of alcohol or drugs, or in possession of alcohol, drugs or firearms, will be demised from the premises, and subject to permanent removal from the Project. Applicable Federal and State penalties may also apply.
- 20.3. The Contractor shall ensure all workers on site are properly clothed. Proper dress shall include full length trousers, collared work shirts and work boots. Tee shirts are acceptable only under permission of the facilities manager.

21. PERMITS AND NOTIFICATIONS

- 21.1. The Contractor shall be responsible for obtaining and paying for all permits, and making all regulatory notifications prior to starting work. Permits are to include, but not be limited to electrical permits, etc.

22. CONFLICTS

- 22.1. If there is any conflict in the General Conditions with the Special Conditions, the Special Conditions shall govern.

23. SUBCONTRACTOR DISPUTES

- 23.1. Contractor is hereby put on notice that it is his contractual obligation to adjust difference between his several subcontractors. Attempts to have the Engineer and/or Owner settle disputes between Prime Contractor and his subcontractors, or between subcontractors, will not be given consideration.

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

24. SITE CONDITIONS

- 24.1. The Contractor shall maintain his materials and organize his work in such a manner as to minimize any inconvenience to persons using this building.
- 24.2. The Contractor shall restrict his operations and movements in other areas of the building as shall be strictly necessary to his work.
- 24.3. Occupancy: The building will be occupied during the construction period. Contractor shall cover desks and furniture during demolition and new work activities over such items.
- 24.4. Protection: Provide temporary barricades and other forms of protection to protect LFUCG's personnel and visitors from injury due to the work.
- 24.4.1. Provide protective measures as required to provide free and safe passage of LFUCG's personnel and visitors to occupied portions of building.
- 24.4.2. Protect from damage existing adjacent work that is to remain in place.
- 24.5. Damages to any existing construction, including the LFUCG parking lots, drives, walks, grass, buildings including the interior areas and finishes, etc., resulting from the work or related operations whether caused by the Contractor's personnel, his Subcontractors or his material suppliers, shall be repaired or replaced, at no additional cost to the Owner, and to the satisfaction of the Owner. Do not use desks, tables, window sills, etc., as surfaces to store tools or equipment or as surfaces to step on.
- 24.6. Note existing conditions of structure surfaces, equipment, and adjacent conditions that might be misconstrued as damage related to removal operations. File with LFUCG prior to start of work.
- 24.7. Traffic: Conduct work operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. All lane blockages of all streets and roads must occur on either Saturday or Sunday only (except Holidays). Lane blockage permits must be obtained from the proper authority before any lane blockages occur.
- 24.8. Utility Services: Maintain existing utilities and protect them against damage during the work. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction.
- 24.9. Environmental Controls: Use methods approved by the Engineer to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection. Cover all furniture, computers, shelves, etc., with plastic before commencing work.
- 24.10. Disposal of Debris: Contractor shall assume complete responsibility for disposing of materials and equipment removed from the site during the work. Contractor may coordinate with the staff and LFUCG where a temporary dumpster

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

might be located. Contractor shall remove, transport, and dispose of all debris off site in compliance of all codes and regulations. Contractor shall maintain a conveyance adjacent to the work in which debris shall be deposited as it is removed from the work. He shall cause the conveyance to be emptied on a regular basis and not allow overflow or wind blown materials to deface site and/or surrounding properties.

- 24.11. Any materials, labor, equipment or services not mentioned specifically within these documents, which may be necessary to complete or perfect any part of the work in a substantial manner, in compliance with the requirements stated, implied or intended in the specifications and/or drawings, shall be included as part of this contract. NOTE: LFUCG will not furnish any materials, labor, equipment or services to the Contractor for completion of the work.

END OF SECTION

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 01027: APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for payment.

1.2 RELATED SECTIONS

- A. Agreement: Contract Sum/Price, amounts of progress payments and retainages, time schedule for submittals.
- B. General Conditions: Progress payments and final payment.
- C. Special Conditions
- D. Section 01300 - Submittals: Submittal procedures.
- E. Section 01700 - Contract Closeout: Final payment.

1.3 FORMAT

- A. AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets when required.
- B. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.

1.4 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form or on electronic media printout.
- B. Execute certification by signature of authorized officer.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

each line item for portion of work performed and for stored Products.

- D. List each authorized Change Order as an extension on AIA G703 - Continuation Sheet, listing Change Order number and dollar amount as for an original item of Work.
- E. Prepare Application for Final Payment as specified in Section 01700.

1.5 SUBMITTAL PROCEDURES

- A. Submit three [3] copies of each Application for Payment.
- B. Payment Period: Submit at intervals stipulated in the LFUCG Contract Documents.

1.6 SUBSTANTIATING DATA

- A. When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 01039: COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination.
- B. Preconstruction meeting.
- C. Examination.

1.2 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas [except as otherwise indicated], conceal pipes, ducts, and wiring within the construction.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- F. After Owner usage of new facilities, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Owner & /Engineer will schedule a meeting after Notice of Award. Attendance will be Required of the Contractor and primary subcontractors.

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

B. Agenda:

1. Submission of any LFUCG required bonds and insurance certificates.
2. Submission of schedule of values, and progress schedule.
3. Designation of personnel representing the parties in Contract.
4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
5. Scheduling.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Examine and verify specific conditions described in individual specification sections.
- C. Verify that utility services are available, of the correct characteristics, and in the correct location.

END OF SECTION

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 01300: SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Shop Drawings.
- D. Product Data.
- E. Manufacturer's installation instructions.
- F. Manufacturers' certificates.

1.2 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Contract warranties, manufacturers' certificates, and closeout submittals.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer accepted form.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.
- E. For each submittal for review, allow 14 days excluding delivery time to and from the contractor.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

- G. Provide space for Contractor and Engineer review stamps.
- H. Revise and resubmit, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 10 days after date of Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of Work at each submission.
- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those direct purchased by Owner.

1.5 SHOP DRAWINGS

- A. Submit at least eight (8) copies of shop drawings to Engineer for review.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.6 PRODUCT DATA

- A. Submit the specified number of copies.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

- D. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.7 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.8 MANUFACTURER CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer to Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 01700: CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Warranties.
- G. Spare parts and maintenance materials.

1.2 RELATED SECTIONS

- A. Section 01730 - Operation and Maintenance Data.
- B. Section 01740 - Warranties and Bonds.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer/Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean filters of operating equipment.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

1.5 ADJUSTING

Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch text pages, three D side ring covers. New binders provided to the facility shall be bound into solid leather bound binders; color to be black. Binders shall be Wilson-Jones "DublLock" 344-49NLH heavy duty three Ring Binder. Lettering on the spine of the binders shall include the name of the facility, location, and the systems included.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 30 pound white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties [and bonds].
- E. Submit 1 draft copy of completed volumes 12 days prior to final punch list. This copy will be reviewed and returned, with Engineer comments. Revise content of all

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

document sets as required prior to final submission.

- F. Submit three [3] sets of revised final volumes, within 10 days after final punch list.

1.7 WARRANTIES

- A. Provide duplicate copies of warranties. If extended warranties are purchased insurance agreements, then copies are to be notarized.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Warranties in final operation and maintenance manuals under separate tab.
- D. Submit prior to final Application for Payment.

1.8 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 01740: WARRANTIES AND BONDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal.
- B. Time and schedule of submittals.

1.2 RELATED SECTIONS

- A. Invitation to Bid: Instruction to Bidders: Bid Bonds.
- B. General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- C. Section 01700 - Contract Closeout: Contract closeout procedures.
- D. 01730 - Operation and Maintenance Data.
- E. Individual Specifications Sections: Warranties required for specific Products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind into the Operations & Maintenance manuals.
- B. Table of Contents: Neatly typed, in the sequence of the Table of Contents of, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- C. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten [10] days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

1.5 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten [10] days after acceptance.
- B. Make other submittals within ten [10] days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten [10] days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 16001 – DEMOLITION OF EXISTING ROOF TOP ELECTRICAL SYSTEM

1. DESCRIPTION OF WORK

- A. The extent of the general electrical demolition work is indicated on the drawings. Any items to be salvaged, shall be turned over to the owner. Obtain receipts for all such material. In general, however the scope of this section is to remove all electrical materials and apparatus from the existing roof. This will accommodate the installation of a new roof by others and the installation of new electrical services, to the existing roof mounted HVAC equipment, to be concealed in the ceiling space of the second floor below.

2. DEMOLITION

- A. Disconnect and remove exposed active and/or abandoned wiring to the source of supply.
- D. Remove all exposed, active or abandoned conduit, conduit supports and conduit hangers from the roof or that is run on parapet walls etc.
- E. Disconnect existing outlets and remove devices including the device boxes.
- F. Disconnect and remove the existing branch circuit panel, located on the parapet wall between the high roof and the low roof in its entirety including the 100-amp feeder servicing it. The feeder shall be removed back into the second-floor ceiling at which point it will be intercepted extended to a new panel designated as Panel NP, indicated on the contract drawings.
- G. Disconnect and remove all electrical distribution apparatus as indicated on the contract drawings including the existing safety switches/disconnect switches serving the condensing units of the low
- H. Disconnect and remove the existing 100-amp feeder servicing the existing branch circuit panel designated as Panel EP located on the high roof. The feeder shall be removed back into the second-floor ceiling at which point it will be intercepted and a new feeder extended to the location of the existing panel designated as Panel NP, indicated on the contract drawings.
- I. Demolished materials shall be disposed of offsite by the electrical contractor: refer to additional requirements below

3. JOB CONDITIONS

- A. Protection: Ensure safe passage of persons around or through areas of demolition. Conduct operation to prevent injury to adjacent buildings, structure, other facilities and persons. Provide temporary barricades and other forms of protection as required to protect owners personnel, contractors personnel and the public from injury due to selective demolition work.

4. DISPOSAL OF DEMOLISHED MATERIALS

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 16010 - GENERAL PROVISIONS - ELECTRICAL WORK

1. GENERAL

- A. The Instructions to Bidders, General and Special Conditions, and all other contract documents shall apply to the Electrical 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. Each Contractor shall be governed by any alternates, unit prices and Addendums or other required or implied contract instrument 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, excavation, 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. With submission of bid, 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. In the absence of such written notice, 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. In general, 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 and premium time as needed, all without requests for extra compensation to the Owner, unless other arrangements have been made through the Owner and Architect.
- F. Definitions:
 - (1) 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/or Construction Manager and who installs any type of Electrical work, such as: power, lighting, television, telecommunications, data, fibre optic, intercom, fire detection and alarm, security, video, underground or overhead electrical, etc.

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

- (2) Electrical Sub-Contractor - Each or any Contractor contracted to, or employed by, the Electrical Contractor for any work required by the Electrical Contractor.
- (3) Engineer - The Consulting Mechanical-Electrical Engineers either consulting to the Owner, Architect, other Engineers, etc.
- (4) Architect - The Architect of Record for the project, if any.
- (5) Furnish - Deliver to the site in good condition.
- (6) Provide - Furnish and install in complete working order.
- (7) Install - Install equipment furnished by others in complete working order.
- (8) 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.

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 that is holding the prime contract, unless otherwise provided herein.

2. INTENT

- A. It is the intention of these specifications and all associated drawings to call for 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. DRAWINGS AND SPECIFICATIONS

- A. This 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.

4. EXAMINATION OF SITE AND CONDITIONS

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

- B. Each 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 shall carefully examine all Drawings and Specifications and inform themselves of the kind and type of materials to be used throughout the project and which may, in any way, affect the execution of his work.
- C. Each 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. His work shall cover all expenses or disbursements in connection with such matters and conditions. Each Contractor shall verify all work shown on the drawings and conditions at the site. No allowance is to be made for lack of knowledge concerning such conditions after bids are accepted.

5. SUPERVISION OF WORK

- A. Each Contractor and his Sub-Contractors shall personally supervise the work or have a competent superintendent that is approved by the Engineers 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.

6. CODES, RULES, PERMITS, FEES, REGULATIONS, ETC.

- A. The Contractor shall give all necessary notices 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 to the Owner, 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

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

by the LFUCG 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/or any other applicable government requirements.

7. GUARANTEES AND WARRANTIES

- G. Each Electrical Contractor shall guarantee all equipment, apparatus, materials, and workmanship entering into this Contract to be the best of its respective kind and shall replace all parts at his own expense, which are proven defective within one year from final acceptance of the work by the Engineer. The effective date of completion of the work shall be the date of the Engineer's Certificate of Substantial Completion.

8. INSPECTION, APPROVALS AND TESTS

- A. Before requesting a final inspection, each 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 portion of the Contract may result in charges from the Engineers for unnecessary and undue work on their part.
- B. The Contractor shall provide as a part of this contract electrical inspection by a competent Electrical Inspection Agency, licensed to provide such services in the State of Kentucky. All costs incidental to the provision of electrical inspections shall be borne by the Electrical Contractor.
- C. Approval by an Inspector does not relieve the Contractor from the responsibilities of furnishing equipment having a quality of performance equivalent to the requirements set forth in these plans and specifications. All work under this contract is subject to the inspection and approval of the Engineer, whose decision is binding.
- F. Before final acceptance, the Contractor shall furnish the certificates of final approval by the Electrical Inspector to the Enginee, as applicable. Final payment for the work shall be contingent upon completion of this requirement.
- G. The Contractor shall test all wiring and connections for continuity and grounds before equipment and fixtures are connected, and when indicated or required, demonstrate by Megger Test the insulation resistance of any circuit or group of circuits. Where such tests indicate the possibility of faulty insulation, locate the point of such fault, pull out the conductor at fault, replace same with new and demonstrate by further test the elimination of such fault.

4 MATERIALS AND WORKMANSHIP

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

9 CUTTING, PATCHING AND REPAIRING

- A. Each Electrical Contractor shall be responsible for all openings, ceilings, walls, etc. and shall coordinate all such work with all other trades. Improperly located openings shall be reworked at the expense of the responsible Contractor.
- B. No cutting is to be done at points or in a manner that will weaken the structure and unnecessary cutting must be avoided. If in doubt, contact the Architect.
- C. All work improperly done or not done at all as required by the Electrical trades in this section will be performed by the Prime Contractor at the direction of the Contractor whose work is affected. The cost of this work shall be paid for by the Contractor responsible.

10 FINAL CONNECTIONS TO EQUIPMENT

The roughing-in and final connections to all electrically operated equipment furnished under this and all other sections of these specifications, or by others, shall be included in the Contract and shall consist of furnishing all labor and materials for connection. The Contractor shall carefully coordinate with equipment suppliers, manufacturers representatives, the vendor or other trades to provide complete electrical and dimensional interface to all such equipment (kitchen, hoods, mechanical equipment, panels, refrigeration equipment, Owner's equipment, etc.).

11 ACCESSIBILITY

- A. The Contractor shall be responsible for the sufficiency of adequate clearance in suspended ceilings for the proper installation of his work. The Contractor shall locate all conduit, disconnects & junction boxes with respect to service clearances for equipment which must be serviced, operated, or maintained.

12 ELECTRICAL CONNECTIONS

- A. The Electrical Contractor shall furnish and install all line voltage wiring except: temperature control wiring unless such is directed by the Prime Contractor. The Electrical Contractor shall furnish and install all power wiring complete from power source to motor or equipment junction box, including power wiring through starters. The Electrical Contractor shall install all starters not factory mounted on equipment. Unless otherwise noted, the supplier of equipment shall furnish starters with the equipment. Also refer to Division 15 of Specifications, shop drawings and equipment schedules for additional information.

13 CLEANING

- A. Each 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

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

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.

- 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.

14 INDEMNIFICATION

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.

END OF SECTION

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

- (3) The insulated conductor shall be Type THHN, 90-degree C DRY. The type THHN Insulated conductor shall be manufactured and tested in accordance with UL 83 and UL 1569.
- (4) Insulated equipment grounding conductor: The equipment ground shall be full sized In accordance with Table 6.1 of UL 1569 and shall be soft annealed copper in Compliance with section 13 of UL 1569.
- (5) Armor: A zinc coated galvanized steel armor shall be applied over the cabled wire Assembly with an interlock in compliance with section 13 or UL 1569.
- (6) Fittings shall be UL listed and identified for use with metal clad cable.
- (7) Connectors shall be of steel or malleable iron and shall have saddle clamps to Insure a tight termination of MC cable to the box.

C. SPLICING DEVICES & CONNECTORS

- (1) Splicing devices for use on No. 14 to No. 10 AWG conductors shall be pressure type such as T & B "STA-KON", Burndy, Reliable or approved equivalent.
- (2) Terminating pressure applied ring type (or fork with upturned ends) terminations shall be employed on motor and equipment terminals where such terminals are provided on motor and equipment leads.
- (3) The use of split-bolt clamps on feeders SHALL NOT be permitted in wire ways or junction boxes. Utilize Polaris insulated connectors torqued to manufacturer's recommendations.
- (4) Large connectors (lugs) shall be mechanical type, hex-head socket or crimp-on style, installed per the manufacturer's recommendations.
- (5) No aluminum conductors shall be permitted to be used
- (6) Splices, where necessary shall be made with hydraulically-set "Hy-press" or equivalent crimped connectors. All splices shall be insulated to the full value of the wiring insulation using a cold-shrink kit or the equivalent in built-up materials.

3. INSTALLATION

- A. The pulling of all wires and cable on this project shall be performed in strict compliance with applicable sections of the National Electrical Code. No conductor entering or leaving

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

a cabinet or box shall be deflected in such a manner as to cause excess pressure on the conductor insulation and after all insulation and insulating bushings are in place.

- B. The radius of bending of conductors shall be not less than eighteen (18) times the outside diameter of the conductor insulation.
 - C. Conductors installed within environmental air plenums shall be per N.E.C., teflon-type insulation or approved equivalent.
 - D. All MC cable shall be run perpendicular or parallel to the building structure. MC bend radius shall not be less than 7 times the external diameter of the cable. All horizontal cable shall be properly supported every 48" or less.
 - E. Metal clad cable shall be supported immediately on each side of a bend and not more than 1 foot from an enclosure where a run of metal clad cable ends.
4. COLOR CODING DISTRIBUTION VOLTAGE CONDUCTORS, 600 VOLT OR LESS

- A. Conductors to be color coded as follows:
 - (1) 120/208 Volt Conductors
 - Phase A - Black
 - Phase B - Blue
 - Phase C - Red
 - Neutral - White
 - (2) Control Wiring - Red, or as indicated.

END OF SECTION

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 16135 - CABINETS, OUTLET BOXES & PULL BOXES

1. GENERAL

- A. This section of the specifications covers all electrical outlet boxes and pull boxes.
- B. Continuous runs of conduit shall have pull boxes at least each eighty-five (85) feet of run, or as near as possible to that limit.

2. MATERIALS & INSTALLATION

A. Outlet & Pull Boxes:

- (1) Boxes for pull boxes, outlet boxes, or any other purposes shall be constructed of code gauge, galvanized steel with sides formed and corner seams riveted or welded before galvanizing. Boxes assembled with sheet metal screws will not be accepted. All cabinets and boxes for NEMA 1 and 1A application shall be provided with knockouts, as necessary, or shall be cut in the field by approved cutting tools which will provide a clean symmetrically cut opening.
 - (2) Ceiling outlet boxes shall be galvanized steel, 4" octagonal, not less than 2-1/8" deep, with lugs or ears to secure covers, and those for use with ceiling lighting fixtures shall be fitted with 3/8" fixture studs fastened to the back of the boxes, where applicable.
 - (3) All outlets, pull boxes, junction boxes, cabinets, etc..., shall be sized per the current edition of the National Electrical Code.
- B. Cabinets, outlet boxes (FTGS) and junction or pull boxes (FTGS) shall be threaded for rigid-threaded conduit, dust-tight vapor-tight or weatherproof as required for areas other than for NEMA 1 or 1A application. These shall be as manufactured by Crouse-Hinds, Appleton, Pyle-National, Killark, or approved as equivalent.
- (1) NEMA 1 or 1A cabinets, outlet boxes or pull or junction boxes shall be as manufactured by Appleton, Steel City, T & B, or approved equivalent.
 - (2) Openings for conduit entrance in cabinets and boxes shall be prefabricated, punched, drilled and/or reamed. The use of a cutting torch for this purpose is prohibited.

END OF SECTION

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 16452 - GROUNDING

1. **GENERAL**

- A. All metallic conduit, wireways, supports, cabinets and equipment shall be grounded in accordance with the latest issue of the National Electrical Code and as shown on the Contract Drawings.
- B. The size of the grounding conductor for service equipment shall be not less than that given in Article No. 250-94 of the National Electrical Code, and as shown on the Contract Drawings.
- C. Grounding bus and non-current carrying metallic part of all equipment and conduits shall be securely grounded by connection to common ground.

2. **MATERIALS**

- A. Ground wires and cables shall be of the AWG sizes shown on the Contract Drawings. All ground wires and cables shall be copper.
- B. All grounding fittings shall be heavy cast bronze or copper of the mechanical type except for interconnection of grounding grid to cable, columns and ground-rods, which shall be welded type as manufactured by Cadweld, Burndy Co., Therm-O-Weld, or approved equivalent. Other bonding clamps or fittings shall be as manufactured by O.A. Co., Penn-Union, T & B, Burndy, or approved equivalent.

3. **INSTALLATION**

- A. All grounding conductors shall be protected from mechanical injury and shall be rigidly supported. If ground conductors are run through conduit, they shall be securely bonded to such conduit at the entrance and exit. All connection of equipment shall be made with an approved type of solderless connection and same shall be bolted or clamped to equipment or conduit.
- B. Bonding terminals and connectors for grounding shall be of the thermal welded type, or mechanical type as required.

END OF SECTION

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

SECTION 16470 - ELECTRICAL DISTRIBUTION EQUIPMENT

1. **BRANCH PANELBOARDS**

- A. This section covers new lighting and power panelboards (refer to panel schedule and tagged notes on the Contract Drawings).
- B. All panelboards shall be of the circuit breaker type, and shall be of one manufacturer.
- C. Branch panelboards shall be as indicated on the drawings and as specified herein. The lighting/general power panelboards/load-centers shall be of the dead-front, quick-make, quick-break, plug-in circuit breaker type, with trip indicating and trip free handles. All circuits shall be clearly and properly numbered and shall be provided with thermal magnetic protection. The panelboards shall be enclosed in code gauge, galvanized steel cabinets with smooth finished hinged doors without visible external fasteners and heavy chrome locks. Locks shall all be keyed alike. Each door shall have a directory card inside, covered with a plastic shield, accurately typewritten in with circuit numbers and description indicated for each active and remaining spaces designated as spares or space for future.
- D. Branch panelboards/load-centers shall be surface or flush mounted as indicated on the Contract Drawings.
- E. Circuit breakers shall be of 10,000 A.I.C. RMS symmetrical rating unless otherwise indicated on the Contract Drawings.
- F. All main bus and connections thereto in branch panelboards shall be copper. All bus bars shall extend full length of panelboards.
- G. All circuit breakers used to switch lights shall be SWD rated.
- H. All HVAC equipment shall be protected by "HACR" rated breakers as required.
- I. Isolated ground panelboards/load-centers shall be supplied with a separate isolated ground bus.
- J. Panels shall be Square "D", G.E., Siemens, Westinghouse or approved equivalent.

3. **SAFETY SWITCHES**

- A. Provide general duty safety switches as a final disconnect means as required by NEC and as indicated on the Contract Drawings.
- B. All safety switches shall be NEMA Type 1 or NEMA 3R and General Duty Type GD and UL listed.
- C. All safety switches shall have switch blades that are fully visible in the "OFF" (open) position with the door open.

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

- D. All current carrying parts shall be plated by an electrolytic process to resist corrosion and to promote cooling.
- E. Switch mechanism shall be quick-make, quick-break, load rated, such that during normal operation of the switch, the operation of the contacts shall not be capable of being restrained by the operating handle after the closing and opening action of the contacts has started. The handle and mechanism shall be an integral part of the box (not cover) with facilities for pad locking in the open or closed position with up to three (3) padlocks. NEMA 3R switch doors shall be interlocked with switch handle so that the door can only be opened when the switch is in the "OFF" (open) position.
- F. Switches shall be as manufactured by Square D., G.E., Siemen's or approved equivalent.

4. FUSES

- A. Contractor shall be responsible for providing all fuses in fused disconnect so as to ensure the nameplate MOP rating of the new equipment is not exceeded. All fuses shall be BUSSMANN or Reliance Economy.
- B. No fuses shall be installed in the equipment until the installation is complete, including tests and inspections required prior to being energized. All fuses shall be of the same manufacturer to insure retention of selective coordination, as designed.
- C. Circuits 0 to 600 amperes shall be protected by current limiting BUSSMANN LOW-PEAK Dual Element Fuses, LPN-RK (250 volts) or LPS-RK (600 volts). All dual element fuses shall have separate overload and short circuit elements. Fuse shall incorporate a spring activated thermal overload element having a 284 clearing point all clearing chamber. The fuse shall hold 500% of rated current for a minimum of 10 seconds and be listed by Underwriters Laboratories, Inc. with an interrupting rating of 200,000 amperes r.m.s. symmetrical. The fuses shall be UL Class RK1.
- D. Motor Circuits - All individual motor circuits rated 480 amperes or less shall be protected by BUSSMANN LOW PEAK DUAL-ELEMENT FUSES LPN-RK (250 volts) or LPS-RK (600 volts). The fuses for 1.15 service factor motors shall be installed in rating approximately 125% of motor full load current except where high ambient temperatures prevail, or where the motor drives a heavy revolving part which cannot be brought up to full speed quickly, such as large fans. Under such conditions the fuse should be 150% to 200% of the Type KRP-C HI-CAP Time Delay Fuses of the rating shown on the drawings. 1.0 service factor motors shall be protected by BUSSMANN LOW-PEAK Dual-Element Fuses LPN-RK (250 volts) or LPS-RK (600 volts) installed in rating approximately 115% of the motor full load current except as noted above. The fuses shall be UL Class RK1 or L.

5. INSTALLATION INSTRUCTIONS

- A. All dust and debris shall be removed from the panels before it is energized and placed in service.

**Rooftop Feeder Upgrades
Black & Williams Facility
Lexington-Fayette Urban County Government**

- B. Directories for each panelboard shall be completed and available for review by the engineer at time of punch list review.

END OF SECTION

BID PRICING

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein.

Form of proposal must include unit bid price written in words OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

Item No.	Item (Include unit bid price written in words)	Unit	Item Total
1.	Relocation of Electrical Panel per specs fo <i>TWENTY ONE THOUSAND NINE SIXTY FIVE</i> Dollars <i>— EIGHTY EIGHT —</i> Cents	LS	\$ <u><i>21,965.88</i></u>



ADDENDUM #1

Bid Number: **#33-2017**

Date: February 24, 2017

Subject: **Relocation of Electrical Panel**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

Electrical Construction Drawings file, "33-2017 Drawings.pdf", has been added to the Bid's attachments in Ionwave.

Todd Slatin, 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: Ely Electric

ADDRESS: 200 East Tiverdon Way Lexington Ky 40517

SIGNATURE OF BIDDER:

