

DANNY CLEMENS, DIRECTOR
GEORGE BROCK, MAINTENANCE SUPERVISOR
THOMAS STOKES, CUSTODIAL SUPERVISOR
ANDREA ROCK, ENERGY MANAGER

DEPARTMENT OF FACILITIES

MEMO

TO: Dr. Jesse Bacon, Superintendent
FROM: Danny Clemens, Director of Facilities
Date: August 21, 2024
RE: Life Safety Upgrades Revised BG-1/Audio Enhancement Agreement DC

Requested for approval is a revised Life Safety Upgrades BG-1 and Audio Enhancement Agreement. This project is for the upgrade of school Fire Panels and PA systems.

I recommend approval of this request.

- Attachment 1 - Revised BG-1 (Signature pg 6)
- Attachment 2 - Audio Enhancement Agreement (Signature pg 6)

A handwritten signature in black ink, appearing to read 'New Monday', is located in the bottom right corner of the page.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

BG1 Project Application Form (Revised)

(Ref# 21650)

Form Status: Saved

Tier 2 Project: Bullitt County Life Safety Upgrades 2022

BG Number: 23-165

District: Bullitt County (HB678) (071)

Status: Active

Phase: Project Initiation (View Checklist)

Construction Delivery Method	General Contractor
Procurement Standard	Model Procurement
Reason for Revision	Post bid revision
Emergency	No

Project Type and Description

Applicable Items

New Building	No
Addition	No
Major Renovation	No
GESC	No
Roofing	No
HVAC	No
ADA Compliance	No
Life Safety	Yes
Security	No
Minor Project	No
New Relocatable Classroom	No
Equipment / Furnishings Procurement	No
Site Acquisitions	No

District Facility Plan (DFP)

Compliance with 702 KAR 4:180 and 702 KAR 4:160

DFP Approval Date	6/1/2019
DFP Priority	

1e.1 - Brooks Elementary School (2010)

Estimated Cost: \$88,500.00

Facility: No Data

1e.2 - Cedar Grove Elementary (1963, 1978, 1989, 1992, 2002, 2010)

Estimated Cost: \$88,500.00

Facility: No Data

1e.3 - Crossroads Elementary School (2010)

Estimated Cost: \$88,500.00

Facility: No Data

1e.4 - Freedom Elementary (2002)

Estimated Cost: \$88,500.00

Facility: No Data

1e.5 - Lebanon Junction Elementary (1962, 1974, 1992, 2000, 2010)

Estimated Cost: \$88,500.00

Facility: No Data

1e.10 - Overdale Elementary (2010)

Estimated Cost: \$88,500.00

Facility: No Data

1e.11 - Pleasant Grove Elementary (1997, 2003)

Estimated Cost: \$88,500.00

Facility: No Data

1e.12 - Roby Elementary (2009)

Estimated Cost: \$88,500.00

Facility: No Data

1e.13 - Shepherdsville Elementary (2005)

Estimated Cost: \$88,500.00

Facility: No Data

1e.16 - Eastside Middle School (2006)

Estimated Cost: \$100,000.00

Facility: No Data

1e.18 - Mt. Washington Middle School (1948, 1968, 1976, 1995, 2013)

Estimated Cost: \$100,000.00

Facility: No Data

1e.19 - Zoneton Middle School (2005)

Estimated Cost: \$100,000.00

Facility: No Data

Project Not Listed on DFP Yes

Project Not Listed on DFP Description

Fire Alarm replacement at support buildings including Food Service Building, Building 2, Thompson Building, Transportation Building, Maintenance Building and Central Office Building are included.

Inventory

Facility Name

Bullitt County Bus Garage (B10000206)

BROOKS ELEMENTARY SCHOOL (B10000185)

PLEASANT GROVE ELEMENTARY SCHOOL (B10000197)

ZONETON MIDDLE SCHOOL (B10000182)

CEDAR GROVE ELEMENTARY (B10000189)

CROSSROADS ELEMENTARY (B10000196)

SHEPHERDSVILLE ELEMENTARY (B10000183)

MT. WASHINGTON MIDDLE SCHOOL (B10000194)

LEBANON JUNCTION ELEMENTARY (B10000191)

FREEDOM ELEMENTARY SCHOOL (B10000181)

OVERDALE ELEMENTARY SCHOOL (B10000201)

EASTSIDE MIDDLE SCHOOL (B10000184)

ROBY ELEMENTARY SCHOOL (B10000202)

Scope

Provide a Complete Narrative of the Proposed Project

Fire alarm and intercom upgrades and replacment at several school facilities.

Work Related to Project But Excluded from this BG1 Scope

Financial Plan

Probable Costs

Proposed Plan to Finance Application

Total Construction Cost	\$5,964,237.99
Construction Contingency	\$298,211.90

Architect / Engineer Fee	\$432,407.25
Construction Manager Fee	\$0.00
Fiscal Agent Fee	\$68,434.36
Bond Discount	\$143,900.00
Equipment / Furnishings	\$175,000.00
Equipment / Computers	
Technology Network System (KETS)	
Site Acquisition	
Site Survey	
Geotechnical Investigations	
Special Inspections	
Commissioning	
Advertising	\$0.00
Printing	\$5,000.00

Other Probable Costs

Title	Amount
No Data	\$0.00
No Data	
No Data	
Total Project Cost	\$7,087,191.50

Funds Available

Bond Sale - SFCC	
Bond Requirement - SFCC	
Local FSPK Bond Sale	\$7,087,191.50
Local General Fund Bond Sale	
Cash - SFCC Requirement	
Cash - Building Fund	
Cash - Capital Outlay	
Cash - Investment Earnings	
Cash - General Fund	
City - County - KYTC Reimbursement	
KETS	
Federal Funds	
External Partner Agreement	

Residual Funds

BG Number	Fund Source	Amount
No Data	No Data	No Data
Residual Funds Total:		\$0.00

Other Available Funds

Title	Amount
No Data	
No Data	
No Data	
Total Funds Available	\$7,087,191.50

BG1 Signature Page (Online Form Ref# 21650)

The signing of this financial document certifies the above stated funds are available and designated for this project during this fiscal year.

Superintendent

Date

Lisa Lewis

8-22-2024

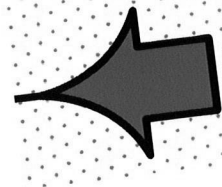
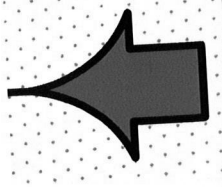
Finance Officer

Date

Chairman

Date

NOTE: Any district anticipating the financing of this and/or other projects in a combined school revenue Bond should discuss the financing with the Director/Branch Manager, KDE - District Financial





Scope of Work Agreement

Date: 8/20/2024

Schools: 11 Schools

School District: Bullitt County Public Schools

Project: EPIC, SAFE, Audio, ViewPath (demo)

Project Team

Name	Title	Email
Dr. Jesse Bacon	Superintendent	jesse.bacon@bullitt.kyschools.us
Kevin Fugate	Director of Technology	kevin.fugate@bullitt.kyschools.us
Troy Wood	Chief Operations Officer	troy.wood@bullitt.kyschools.us
Danny Clements	Director of Building and Grounds	danny.clemens@bullitt.kyschools.us
Adam Bates	Lead Computer Technician, LAN/WAN Engineer	adam.bates@bullitt.kyschools.us
Andrew Hobbs	District Network Engineer/Application Engineer	andrew.hobbs@bullitt.kyschools.us
Dr. Adrienne Usher	Assistant Superintendent	adrienne.usher@bullitt.kyschools.us
Name	Title	Email
Jeff Anderson	President/CEO	Jeff.Anderson@audioenhancement.com
Austin Anderson	Regional Sales Director	Austin.Anderson@audioenhancement.com
Dr. Melissa Jackson	National Director of Educational Development	Melissa.Jackson@audioenhancement.com
Zakk Beckett	Project Manager	Zakk.Beckett@audioenhancement.com



Project Synopsis

Installation & Commissioning of Full EPIC at Lebanon Junction ES, Roby ES, Shepherdsville ES, Brooks ES, Cedar Grove ES, Pleasant Grove ES, Freedom ES, Overdale ES, Crossroads ES, Zoneton MS, & Mt. Washington MS.

SCOPE OF WORK

Audio Enhancement Responsibilities

- Device Pre-programming (Note: Audio Enhancement requires that all devices be pre-programmed prior to shipping)
 - Programming, configuration, firmware update of all AE devices prior to shipping
 - Testing of Device and labeling with room/location info
 - Capture of serial numbers, mac addresses, locations and models in device database and exported report for project.

- Installation
 - White metal raceway will be used to hide all wiring needed for installation.
 - Classroom microphones will be labeled & paired to classroom amplifiers. They will be left in the school at a location determined by the district for later distribution.
 - Handheld mic with mic holder & 3.5mm cable will be used to connect the mobile cart smart panel in the room to the audio system.
 - When possible, call buttons will be installed in the place of the existing call button, with the classroom amplifier installed above it (unless noted otherwise). In cases where we are replacing the existing button, there will be some down time between the installation date, and the commissioning date (1-2 weeks after installation).
 - Call button will be installed 48" from the floor, but in some rooms this is not possible and will be placed in a location that will fit and look clean.
 - Call button will not be placed between the light switch and door.
 - Where there is drywall, buttons will be recessed into the wall. Where there is no available drywall, call button will be surface mount with metal raceway going to the classroom amplifier.
 - Call buttons also include an emergency button.
 - Classroom amplifier locations were determined during 2023 walkthrough, but generally will follow these conventions:
 - Elementary schools, by the teacher's desk.
 - Middle schools, a mix of by the door (latch side), and by the teacher's desk.
 - If the location is not available (due to room construction or issues above ceiling tile) the install team will install equipment in the most logical place, making sure it looks clean and as close to the other rooms as possible.
 - SAFE extenders installed in areas to increase non-paired alert range will include an emergency button at ADA height (48" from floor).
 - Volume controls will be installed in most offices with a 70v speaker and will be placed next to the door by the light switch when possible.
 - 70v amplifier & network device for zones will be installed in the most convenient MDF/IDF.



- Equipment will be shipped directly to each school.
- All existing audio equipment will be left in place.
- All trash and debris will be broken down and disposed of by the installation team in Bullitt County-provided dumpsters. If the dumpsters are full, AE will dispose of trash at an alternate location.
- The installation team will vacuum and leave each room in the same condition it was found upon completion of the installation.
- The installation will begin after school hours or when students are not present to minimize disruptions to teaching.
- All installation locations will be accessible to the install team during working hours.
- A quality check will be performed at each site and the system will be tested upon completion of installation by an Audio Enhancement Project Manager.

****Installation charge does not include rooms that contain Asbestos, and labor rates are not Davis Bacon Compliant. All Labor Charges are based on a single install visit, any additional visits will necessitate a change order. ****

- Project Close Down
 - Provide a comprehensive list of items installed and inspected.
 - Provide a list of all discrepancies found during the commissioning.
- Communication
 - Audio Enhancement Implementation Team will hold a kick-off call with the end user/district to discuss the details of the SOW at each school.
 - Customizations or alterations to the original SOW must be communicated in writing.

General Customer Assumptions

- Bullitt County PS is responsible for providing network drops for all classroom amplifiers, as well as network devices controlling 70v zones.
- All network drops will be programmed for the correct VLAN prior to testing/commissioning.
- All IP Information will be provided for device programming.
- All necessary power will be installed in equipment locations (MDF/IDF for 70v amplifiers).
- All necessary programming information will be provided to AE before shipping equipment.

Bullitt County Public Schools Responsibilities

- Network drops should be placed above the ceiling tile with enough slack to reach the amplifier location.
- Network drops should have a female RJ45 end.
- Provide Audio Enhancement with school maps that will show which rooms will be installed at each site.
- Provide on-site staging area location for equipment, if available.
- Provide a list of room numbers at each school that will be installed.
- Provide a main point of contact that can be reached by phone for the installers and PM.
- Provide dumpsters onsite for any trash and debris.
- Bullitt County will need to provide any additional ceiling tiles that may be needed for any aspect of the installation.



- Installation will need to be scheduled with the assigned AE representative.
- The installers will have access to the buildings for at least 10 hours per workday.
- The installation team will have access to the building during evenings and weekends.
- Access to the building, including security key/badge access, will be provided by BCPS.

Support

Audio Enhancement Support will handle all Support requests after the implementation is complete. They can be reached at Support@AudioEnhancement.com, or at 800-932-3578.

Assumptions

- Customer will provide Audio Enhancement access to all relevant devices, software, facilities, and security measures for successful completion of the project.
- Customer will provide an onsite resource to facilitate all information and communication per project requirements
- Any work requested that is not documented in this SOW will require a written Change Order with associated labor fees and/or product costs.
- Audio Enhancement standard installation rates are not valid for projects which require Davis Bacon Rates, Prevailing Wages, and/or Asbestos Abatement, unless otherwise noted on the quote.
- Audio Enhancement has made best efforts to provide accurate labor and material quotes associated with this Scope of Work, issues that arise from client responsibilities not being met, misinformation given and/ or scope changing will constitute a return trip charge in addition to any change order for equipment and material.

Subcontractors

Audio Enhancement reserves the right to utilize certified and authorized sub-contractors for all or part of the scope of work as viable for the install.



General Terms and Conditions

Payment Terms

Payment terms are Net (30) Days on approved credit. All product and material will be billed Net (30) days from date of delivery of products from Audio Enhancement. All labor will be billed Net (30) at the completion of each site visit. Payments are to be made via check or wire. Should collection of delinquent account be necessary, the undersigned agrees to pay legal fees incurred. Certain Audio Enhancement products are available on a subscription, per site or other limited license basis, and may require additional licenses or renewal from time to time. Renewal subscriptions and additional licenses will be subject to the terms and conditions in effect at the time of purchase.

Assignments

Client may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement, to any third party without Audio Enhancement's prior written consent. Any attempted assignment or transfer will be considered a violation of the foregoing and will be null and void.

Insurance

During the term of this Agreement, Audio Enhancement will maintain, at its own expense, the following insurance coverage as evidenced by insurance certificates provided to the Client upon request.

- Worker's Compensation and Employer's Liability Policy: \$500,000 coverage per incident/bodily injury
- General Commercial Liability Policy: \$1,000,000 per incident/\$2,000,000 in aggregate

Governing Law

This Agreement is governed by the laws of Kentucky and venue shall be Bullitt County, Kentucky.

Use of Services and Limits of Liability

Audio Enhancement's liability under this Agreement is limited to the correction of any non-conformity in any services, or refund of the purchase price, or refund of specific amounts paid for products or services that fail to conform, at Audio Enhancement's sole option. In no event shall Audio Enhancement's aggregate liability to Client under this Agreement for any claim arising under this Agreement exceed an amount equal to the fees paid to Audio Enhancement under this Agreement during the prior six months for the particular services which gives rise to the claim. No actions, regardless of the form, arising out of this Agreement may be brought by the Client more than one (1) year after the occurrence of the events that gave rise to the cause of actions. The pricing of all services is based upon this limitation of liability. The Client's sole and exclusive remedy shall be termination of this Agreement.

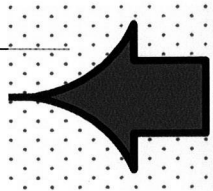
The SAFE System (Security Alert for Education) is designed to alert you if there is an emergency in the classroom. It does not prevent emergencies. We are not responsible or liable to you for any damage or harm caused by the system not working properly if the failure is caused by errors or delay in your network or equipment provided by third parties. We are also not responsible or liable to you for any damage or harm caused by the system not working properly if the failure is caused by your failure to properly care for, maintain, and/or repair the system, or for your delay in performing any service or maintenance, regardless of the reason, or for any resulting consequences. If it is determined that we are directly or indirectly responsible for any loss, damage, injury, or other consequence, you agree the damages shall be limited to the amount you paid for the services or systems provided under this Agreement.



Client represents and warrants that it owns or otherwise has the necessary rights to any materials, files, videos, images, information, rubrics, frameworks, checklists, data, or other content provided by Client under this Agreement, including any materials uploaded to our third-party vendors, and none of the foregoing will infringe, misappropriate, or otherwise violate any rights of any third party or applicable law. Client will indemnify our third-party vendors for any breach of the foregoing provision.

Client acknowledges that in connection with this Agreement, it may receive software and software applications owned by third parties which Audio Enhancement uses subject to license agreements. Client acknowledges that title to all such software and software applications remains with and is subject to the proprietary rights of our third-party vendors and may contain trade secrets and other valuable proprietary information of third-party vendors. Client may not grant any sublicenses to or otherwise make such software, software applications, or the documentation available to any other person, entity, or business. Client agrees that it will not reverse assemble, reverse compile, reserve engineer, modify, reproduce, distribute, prepare derivative works based on, or demonstrate such software or software applications, in whole or in part.

Acceptance of Scope of Work and Design



Approved by Name:

Approved by Signature:

Date

Audio Enhancement Representative Name: Audio Enhancement Representative Signature:

_____ Zakk Beckett _____

Date: 8/20/2024
