

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Davis H. Elliot Construction Company, Inc.  
673 Blue Sky Parkway  
Lexington, KY 40509

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155-0001  
**Mailing Address for Notices**  
One Hartford Plaza  
Hartford, CT 06155-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Masterson Station Park Fairgrounds Electrical Replacement, Bid 109-2023


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of September, 2023.

  
(Witness) Susan Klend, Asst. Secretary

  
(Witness) Deanna W. Sparks, Witness

Davis H. Elliot Construction Company, Inc.  
(Principal) (Seal)

By:   
(Title) Reather Keith Simpson, Senior Vice President

Hartford Fire Insurance Company  
(Surety) (Seal)

By:   
(Title) Theresa Simmons Stump, Attorney-in-Fact



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: JAMES A SCOTT & SON INC  
 Agency Code: 14-730836

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Robert M. Coon of Greensboro NC; Windy Lovelady of Raleigh NC; Jessica Fisher, Clay Bruin of Charlotte NC; Katherine Fowler, B. Jones III, H.A. Wright, Jr. of Franklin TN; Stephen B. Dolin, Joanna M. Carson, Barbara Dawn Martin, Melissa V. Carver, Madeleine Skorcz Ferguson, Brittany Irby of Lynchburg VA; Stacey W. Hall, James J. Roberts III of Richmond, VA; Sherrie B. Denison, Bethany Murphy, Theresa Simmons Stump of ROANOKE, Virginia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In **Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
 My Commission HH 122280  
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 21, 2023

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois, Assistant Vice President



**ADDENDUM #1**

Bid Number: #109-2023

Date: September 14, 2023

Subject: Master Station Fairground Electrical Improvements

Address Inquiries to:  
Sondra Stone  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced bid:**


1. See attached pre-bid sign-in sheet.
2. See attached revised plans.

Todd Slatin, Director  
Division of Procurement

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 submittal.

COMPANY NAME: Davis H. Elliot Construction Company, Inc.

ADDRESS: 673 Blue Sky Parkway, Lexington, KY 40509

SIGNATURE OF BIDDER:   
Reather Keith Simpson, Sr. Vice President





**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**DIVISION OF PARKS & RECREATION**

**FOR**

**Master Station Park Fairgrounds  
Electrical Replacement**

**Bid No. 109-2023**

**Prepared by: E-Tech Consultants PLLC**

**TABLE OF CONTENTS**  
**CONTRACT DOCUMENTS**

---

PART I	ADVERTISEMENT FOR BIDS
PART II	INFORMATION FOR BIDDERS
PART III	FORM OF PROPOSAL
PART IV	GENERAL CONDITIONS
PART V	SPECIAL CONDITIONS
PART VI	CONTRACT AGREEMENT
PART VII	PERFORMANCE AND PAYMENT BONDS
PART VIII	ADDENDA
PART IX	TECHNICAL SPECIFICATIONS AND PLANS

**PART 1**  
**ADVERTISEMENT FOR BIDS**

**INDEX**

---

1. INVITATION
2. DESCRIPTION OF WORK
3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS
4. METHOD OF RECEIVING BIDS
5. METHOD OF AWARD
6. BID WITHDRAWAL
7. BID SECURITY
8. SUBMISSION OF BIDS
9. RIGHT TO REJECT
10. NOTIFICATION TO THE LFUCG FOR AFFIRMATIVE ACTION
11. NOTICE CONCERNING DBE GOAL – LFUCG
12. AMERICAN RESCUE PLAN ACT
13. PRE-BID CONFERENCE

## **PART 1**

### **ADVERTISEMENT FOR BIDS**

#### **1. INVITATION**

Sealed proposals for the **Masterson Station Park Fairgrounds Electrical Improvements** will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, **September 21, 2023**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by E-Tech Consultants PLLC for Lexington-Fayette Urban County Government. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be posted via Ion Wave.

**LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. All forms normally provided with bid submission should be downloaded from Ion Wave, filled out and attached with bid submission. A copy of bid bond must be included with submission. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.**

#### **2. DESCRIPTION OF WORK**

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the Masterson Station Park Fairgrounds Electrical Improvements, Lexington-Fayette County, Kentucky.

**Specs and drawings are available on Ion Wave only.**

#### **3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS**

Plans, Specifications, and Contract Documents shall be obtained from Ion Wave (LFUCG's electronic bidding system). Ion Wave can be accessed at <https://lexingtonky.ionwave.net>



**4. METHOD OF RECEIVING BIDS**

Bids will be received from Prime Contracting firms on a **Base Bid** for total Project. Bidder must include a price for all bid items to be considered. **Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders and Special Conditions.**

Bids/proposals should be submitted online via Ion Wave.

**5. METHOD OF AWARD**

The Contract, if awarded, will be to the lowest responsive and responsible bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. The OWNER reserves the right to reject the Bid of any Bidder that is deemed to be unbalanced or front loaded. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

**6. BID WITHDRAWAL**

No bidder may withdraw his bid for a period of ninety (90) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond.

**7. BID SECURITY**

If the bid is \$50,000 or greater, bid shall be accompanied by a certified check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A cashier's check or irrevocable letter of credit is an acceptable form of bid security.

**8. SUBMISSION OF BIDS**

CONTRACTORS shall submit their bids via Ion Wave not later than 2:00 p.m. local time, **September 21, 2023**. Bid submittals and bid tab sheet will be immediately available after bid opening.



**9. RIGHT TO REJECT**

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

**10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE**

The successful bidder must submit the following to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form

Failure to submit this as required herein may result in disqualification of the Bidder from the award of the contract.

**11. NOTICE CONCERNING MWDBE and Veteran Goals**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs, and set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprise and Veteran-Owned Small Businesses as Subcontractors contact:

Sherita Miller, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
859-258-3323  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

## 12. AMERICAN RESCUE PLAN ACT

### AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall

be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by

the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:


- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

  
Reather Keith Simpson, Sr. Vice President  
Signature

9/21/2023

Date

**13. PRE-BID CONFERENCE**

Pre-bid conference will be held September 6, 2023, 11:00 am, 3051 Leestown Rd, at main fairground entrance, Lexington, KY.

END OF SECTION



**PART II**  
**INFORMATION FOR BIDDERS**

**INDEX**

1. RECEIPT AND OPENING OF BIDS
2. PREPARATION OF BID
3. REQUIRED BONDS
4. SUBCONTRACTS
5. QUALIFICATION OF BIDDER
6. BID SECURITY
7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT
8. TIME OF COMPLETION AND LIQUIDATED DAMAGES
9. EXAMINATION OF CONTRACT DOCUMENTS AND SITE
10. ADDENDA AND INTERPRETATIONS
11. SECURITY FOR FAITHFUL PERFORMANCE
12. POWER OF ATTORNEY
13. TAXES AND WORKMEN'S COMPENSATION
14. LAWS AND REGULATIONS
15. EROSION AND SEDIMENT CONTROL AND PERMITS
16. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES
17. AFFIRMATIVE ACTION PLAN
18. CONTRACT TIME
19. SUBSTITUTION OR "OR-EQUAL" ITEMS
20. ALTERNATE BIDS
21. SIGNING OF AGREEMENT
22. ASSISTANCE TO BE OFFERED TO DBE CONTRACTORS
23. LFUCG NON-APPROPRIATION CLAUSE

## **PART II**

### **INFORMATION FOR BIDDERS**

#### **1. RECEIPT AND OPENING OF BIDS**

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids via Ion Wave, at the time and in the manner set forth in the Advertisement for Bids, and the Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above.

#### **2. PREPARATION OF BID**

The bid must be submitted with the entire proposal and include all pages. All blank spaces for the bid prices must be filled in, either in ink or typewritten, for both unit prices and extensions. Totals for each bid item must be added to show the total amount of the bid.

#### **3. REQUIRED BONDS**

The bonds required for this project are bid bond and performance and payment bond.

#### **4. SUBCONTRACTS**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

#### **5. QUALIFICATION OF BIDDER**

The OWNER may make such investigations as the OWNER deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request.

The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in order or combination. The contract, if awarded, will be awarded to the lowest responsive and qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered with the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- D. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) A current detailed financial statement for a period including up to 3 prior years. (2) Financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

**Each bidder agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.**

**6. BID SECURITY**

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Procurement within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

**7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

**8. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$250.00 per calendar day thereafter deadline for substantial completion and \$250.00 per calendar day thereafter deadline for final completion.

**9. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of Section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the

purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **10. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Procurement, who in turn will have an addendum issued under signature of the Project Manager for the Lexington-Fayette Urban County Government, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested, faxed or emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

## **11. SECURITY FOR FAITHFUL PERFORMANCE**

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverages, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later).**

**12. POWER OF ATTORNEY**

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**13. TAXES AND WORKMEN'S COMPENSATION**

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

**14. LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

**15. EROSION AND SEDIMENT CONTROL AND PERMITS**

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

**16. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES**

Federal wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

**17. AFFIRMATIVE ACTION PLAN**

The successful Bidder must submit the entire proposal with their bid, the following items to the Urban County Government:

1. Certification of Bid Proposal/DBE – see Part III
2. KYTC DBE Provisions – see Part III
3. DBE Subcontractor Bidders List – see Part III

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit any of these items as required herein may result in disqualification of the Bidder from award of the Contract.

**18. CONTRACT TIME**

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Contract Agreement.

**19. SUBSTITUTE OR "APPROVED EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "approved equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "approved equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the OWNER, application for such acceptance will not be considered by the OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the OWNER is set forth in the General Conditions.

**20. ALTERNATE BIDS**

**Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids.** If alternate bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.



Any Bidder who submits a bid incorporating an alternate proposal when alternate bids/proposals have not been requested in the Invitation for Bids shall have his/her bid rejected as non-responsive.

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their bid rejected as non-responsive.

**21. SIGNING OF AGREEMENT**

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

**22. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS AND VETERAN OWNED SMALL BUSINESSES**

**A. Outreach for MWDBE(s) and Veteran Owned Small Businesses (VOSB)**

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDBE contractors and Veteran Owned Small Businesses. When a LFUCG construction project is advertised for bidding, notices are sent to companies registered at <https://lexingtonky.ionwave.net>. The notices describe the project and indicate the deadline for submitting bids.

If you wish to be added to the LFUCG MWDBE contractor database, please contact:

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

B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a “Letter of Certification” which is accepted by the LFUCG’s Division of Purchasing, in lieu of a bid bond. The “Letter of Certification” must be included in the bid package when it is submitted to the Division of Purchasing. The “Letter of Certification” will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government’s Division of Procurement.

C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Sherita Miller, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

D. MWDBE and Veteran Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve a 10% minimum MWDBE and a 3% minimum Veteran goal.

For a list of eligible subcontractors, please contact:

Sherita Miller, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

### **23. 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.

END OF SECTION

**PART III**

**FORM OF PROPOSAL**

**INDEX**

1.	FORM OF PROPOSAL.....	P-2
2.	LEGAL STATUS OF BIDDER .....	P-4
3.	BIDDERS AFFIDAVIT.....	P-5
4.	BID SCHEDULE – SCHEDULE OF VALUES .....	P-6
5.	STATEMENT OF BIDDER'S QUALIFICATIONS.....	P-10
6.	LIST OF PROPOSED SUBCONTRACTORS.....	P-14
7.	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWD PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS.....	P-16
8.	AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST .....	P-29
9.	STATEMENT OF EXPERIENCE .....	P-30
10.	EQUAL OPPORTUNITY AGREEMENT .....	P-32
11.	EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY .....	P-36
12.	WORKFORCE ANALYSIS.....	P-37
13.	EVIDENCE OF INSURABILITY .....	P-38
14.	DEBARRED FIRMS .....	P-39
15.	DEBARRED CERTIFICATION.....	P-40

**PART III**

**Invitation to Bid No. 109-2023**

**Masterson Station Park Fairgrounds Electrical Improvements**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 9/21/2023

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by Davis H. Elliot Construction Company, Inc.

673 Blue Sky Parkway, Lexington, KY 40509

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Virginia, doing business as a corporation. "a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government  
(Hereinafter called "OWNER")  
Office of the Director of Purchasing  
200 East Main Street, 3rd Floor  
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **Masterson Station Park Fairgrounds Electrical Improvements** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No.   1   Date  9/14/2023 

Addendum No.        Date       

Addendum No.        Date       

Addendum No.        Date       

Addendum No.        Date       

Addendum No.        Date       

Addendum No.        Date       

Addendum No.        Date       

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

**2. LEGAL STATUS OF BIDDER**

Bidder Davis H. Elliot Construction Company, Inc.

Date 9/21/2023

\* 1. A corporation duly organized and doing business under the laws of the State of Virginia, for whom Reather Keith Simpson, bearing the official title of Senior Vice President, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

~~\* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~\* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)~~

~~\_\_\_\_\_  
\_\_\_\_\_~~

\*(The Bidder shall fill out the appropriate form and strike out the other two.)



3.

**BIDDERS AFFIDAVIT**

Comes the Affiant, Reather Keith Simpson, Sr. Vice President, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Reather Keith Simpson and he/she is the individual submitting the bid or is the authorized representative of Davis H. Elliot Construction Company, 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 Procurement 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 Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
6. 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.

  
Signature

Reather Keith Simpson  
Printed Name

Senior Vice President  
Title

9/21/2023  
Date

Company Name Davis H. Elliot Construction Company, Inc.

Address 673 Blue Sky Parkway, Lexington, KY 40509

Subscribed and sworn to before me by Reather Keith Simpson  
(Affiant)  
Senior Vice President  
(Title)

of Davis H. Elliot Construction Company, Inc. this 21st day of September, 2023.  
(Company Name)

  
Notary Public Stephanie Lee Allen

[seal of notary] My commission expires: 11/12/2025



**4. BID SCHEDULE – SCHEDULE OF VALUES**

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, 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. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item 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 discrepancy between the unit price and the item total exists, the unit price prevails except: If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

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

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

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

**Enter pricing in Line Items tab in IonWave. Page P-7 must be fully executed, signed, and attached to the bid submittal in IonWave or your bid WILL be considered non-responsive.**

<b>BID ITEM NO.</b>	<b>UNIT DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>
1	Base Bid. Masterson Station Park Fairgrounds Electrical Improvements as indicated on plans, excluding sections as designated either Add Alternate #1 or Add Alternate #2.	LS	1
2	Add Alternate #1. Abandon sections of direct buried UG single phase primary cables, excavate primary trenches, provide new conduit raceways between existing pad mounted transformers and/or feed cabinets, provide UG single phase primary cables, and provide lightning arrester on end of line as indicated on Plans.	LS	1
3	Add Alternate #2. Abandon sections of direct buried UG single phase primary cables, excavate primary trenches, provide new conduit raceways between existing pad mounted transformers and/or feed cabinets, provide UG single phase primary cables, and provide lightning arrester on end of line as indicated on Plans.	LS	1

Submitted by:

Davis H. Elliot Construction Company, Inc.

*Firm*

673 Blue Sky Parkway

*Address*

Lexington, KY 40509

*City, State & Zip*

***Bid must be signed:  
(original signature)***

*Signature of Authorized Company Representative – Title*

Reather Keith Simpson, Sr. Vice President

*Representative/s Name (Typed or Printed)*

859-263-5148 x 2120

*Area Code – Phone –Fax #*

ksimpson@dhec.com

*E-Mail Address*

**OFFICIAL ADDRESS:**

Davis H. Elliot Construction Company, Inc.

673 Blue Sky Parkway

Lexington, KY 40509

(Seal if Bid is by Corporation)



**By signing this form you agree to ALL terms, conditions, and associated forms in this bid package**

5. STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

1. Name of Bidder: Davis H. Elliot Construction Company, Inc.

2. Permanent Place of Business: 673 Blue Sky Parkway, Lexington, KY 40509

3. When Organized: 1/4/1946

4. Where Incorporated: Virginia

5. Construction Plant and Equipment Available for this Project:

Mini Excavator

Dump trailer

Skid steer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Procurement within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Hartford Fire Insurance Company (Surety)

Signed: Theresa Simmons Stump (Representative of Surety)

Theresa Simmons Stump  
Attorney-In-Fact



# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: JAMES A SCOTT & SON INC  
 Agency Code: 14-730836

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Robert M. Coon of Greensboro NC; Windy Lovelady of Raleigh NC; Jessica Fisher, Clay Bruin of Charlotte NC; Katherine Fowler, B. Jones III, H.A. Wright, Jr. of Franklin TN; Stephen B. Dolin, Joanna M. Carson, Barbara Dawn Martin, Melissa V. Carver, Madeleine Skorcz Ferguson, Brittany Irby of Lynchburg VA; Stacey W. Hall, James J. Roberts III of Richmond, VA; Sherrie B. Denison, Bethany Murphy, Theresa Simmons Stump of ROANOKE, Virginia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
 My Commission HH 122280  
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **September 21, 2023**

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>UK CAER - Infrastructure</u>	<u>2540 Research Drive, Lexington, KY</u>	<u>\$219,000.00</u>
<u>N.A.S Power Restoration</u>	<u>Ghent, KY</u>	<u>\$1,762,567.00</u>
<u>Baptist Health - Hamburg Site</u>	<u>Lexington, Ky</u>	<u>\$1,772,651.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Oakwood Generator Upgrade</u>	<u>Somerset, KY</u>	<u>\$1,750,000.00</u>
<u>N.A.S - MS Re-feed</u>	<u>Ghent, KY</u>	<u>\$295,635.00</u>
<u>UK Reynolds/ College of Design</u>	<u>Lexington, KY</u>	<u>\$8,585,250.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
<u>Barry Bryant</u>	<u>General Foreman</u>	<u>10</u>
<u>Brandon Brake</u>	<u>Project Manager</u>	<u>10</u>
<u>Matt Haller</u>	<u>Operations Manager</u>	<u>10</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
--	--	------------	------------------

None on current bonded projects listed above. Davis H. Elliot Construction Co., Inc. does currently

utilize DBE Subcontractors and Suppliers on current projects for our other divisions \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(USE ADDITIONAL SHEETS IF NECESSARY)



12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER)—all in accordance with the Bid Documents.

Respectfully submitted:

Davis H. Elliot Construction Company, Inc.  
(Name of Contracting Firm)

BY:   
Reather Keith Simpson

TITLE: Senior Vice President

DATE 9/21/2023



**6. LIST OF PROPOSED SUBCONTRACTORS**

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<b><u>BRANCH OF WORK-LIST</u></b>	<b><u>DBE</u> <u>Work</u></b>	<b>% of <u>EACH MAJOR ITEM</u></b>
Paving - CR Asphalt	Not a DBE Subcontractor	3%

**LIST OF MATERIALS/ SUPPLIERS**

Bidders are hereby advised that this list must be complete and submitted with the Bid. Cut sheets for all mechanical system must be included with bid submittal.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier
Medium Voltage Cable	Okonite
PVC Conduit	IPEX

## 7. **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 Small Businesses (VOSB) 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, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and 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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled 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, managed and controlled 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 and Veteran-Owned 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 or delay in contract award.**

#### 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 Procurement 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 and/or Veteran-Owned businesses 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 Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto: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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must

enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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>

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:TTYRA@commercelexington.com">TTYRA@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orwbc.org">smixon@orwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488





**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference # Masterson Station Park Fairgrounds - Electric replacement  
Bid No: 109-2023**

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 Procurement 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. B and S Electric Supply	MBE	Material Distributor	\$23,276.05 <small>(If all alternates are taken)</small>	8%
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.

Davis H. Elliot Construction Company, Inc.  
Company

9/21/2023  
Date

  
Company Representative Reather Keith Simpson

Sr. Vice President  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference # Masterson Station Park Fairgrounds - Electric replacement  
Bid No: 109-2023**

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 Procurement 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. Form acknowledged. Not applicable at this time					
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.

Davis H. Elliot Construction Company, Inc.

Company

9/21/2023

Date

Company Representative Reather Keith Simpson

Senior Vice President

Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # Masterson Station Park Fairgrounds - Electric replacement  
 Bid No: 109-2023

The undersigned acknowledges that the minority and/or veteran 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.

<b>Company Name</b> Davis H. Elliot Construction Company, Inc.	<b>Contact Person</b> Reather Keith Simpson, Sr. Vice President
<b>Address/Phone/Email</b> 673 Blue Sky Parkway, Lexington, KY 40509 859-263-5148 ksimpson@dhec.com	<b>Bid Package / Bid Date</b> Masterson Station Park Fairgrounds - Electric replacement Bid No: 109-2023


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
10321 Linn Station Rd, Louisville, KY 40223	Vinzel Anthony	502-417-4249	7/24/2023	Electrical Materials	Email / Phone	Did not receive quote.	AA	
10327 Linn Station Rd, Louisville, KY 40223	William Brazley	502-891-2541	7/24/2023	Electrical Materials	Email	Did not receive quote.	MBE	
1221 East 4th St. London, KY 40743	Gigi Bacon	606-864-7550	7/24/2023	Electrical Materials	Email	Did not receive quote.	Female	

(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.

Davis H. Elliot Construction Company, Inc.  
 Company

9/21/2023  
 Date

  
 Company Representative Reather Keith Simpson

Senior Vice President  
 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 and Veteran contractors 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 Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** Masterson Station Park Fairgrounds - Electric replacement - Bid No: 109-2023

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b> Davis H. Elliot Construction Company, Inc.	<b>Address:</b> 673 Blue Sky Parkway, Lexington, KY 40509
<b>Federal Tax ID:</b> 54-0458233	<b>Contact Person:</b> Reather Keith Simpson, Sr. Vice President

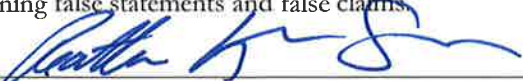
Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
Form acknowledged. Not applicable at this time.							

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.

Davis H. Elliot Construction Company, Inc.

**Company**

9/21/2023  
**Date**

  
\_\_\_\_\_  
**Company Representative** Reather Keith Simpson

Senior Vice President  
\_\_\_\_\_  
**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # Masterson Station Park Fairgrounds - Electric replacement - Bid No: 109-2023

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

\_\_\_\_\_ Attended LFUCG Procurement Economic Inclusion Outreach event

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

Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).  
[See attached request for quote emails included in this bid submission.](#)

\_\_\_\_\_ 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.

Please see attached [Davis H. Elliot Construction Company, Inc.'s Affirmative Action and Diversity and Inclusion Plan](#)

**NOTE: Failure to submit any of the documentation requested in this section may 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.

Davis H. Elliot Construction Company, Inc.

\_\_\_\_\_  
Company  
9/21/2023

Date



\_\_\_\_\_  
Company Representative Reather Keith Simpson  
Senior Vice President

Title

**8. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky ✓. Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

**9. STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: Matt Haller

POSITION/TITLE: Operations Manager

STATEMENT OF EXPERIENCE: See attached for statement of experience.

---

---

---

NAME OF INDIVIDUAL: Brandon Brake

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: See attached for statement of experience.

---

---

---

NAME OF INDIVIDUAL: Barry Bryant

POSITION/TITLE: General Foreman

STATEMENT OF EXPERIENCE: See attached for statement of experience.

---

---

---

NAME OF INDIVIDUAL: Reather Keith Simpson

POSITION/TITLE: Senior Vice President



STATEMENT OF EXPERIENCE: See attached for statement of experience.  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: Jeff Zellen

POSITION/TITLE: Division Manager

STATEMENT OF EXPERIENCE: See attached for statement of experience.  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: Officers of Davis H. Elliot Construction Company, Inc.

POSITION/TITLE: Various

STATEMENT OF EXPERIENCE: For complete list of executive officers, please see  
attached "Evidence of Authority to Sign" letter.  
\_\_\_\_\_

\* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

## 10. EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the “Recipient”) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”) and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### 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 subcontractor 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 handicap.*
- \* 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 contractor 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, Vietnam veterans, handicapped, and aged persons.



Signature Reather Keith Simpson,  
Sr. Vice President

Davis H. Elliot Construction Company, Inc.

Name of Business

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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 contract 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 – 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 quoted above 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.

11. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Davis H. Elliot Construction Company, Inc.

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

**12. WORKFORCE ANALYSIS FORM**

Name of Organization: Davis H. Elliot Construction Company, Inc.

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 or Latino)		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	54	48	2	1		1						2				52	2
Professionals	96	74	17	3							1			1		78	18
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	106	33	57	2	3	3	4					1	1	2	39	67	
Skilled Craft	2541	2252	16	73		28		1		2		102	2	64	1	2522	19
Service/Maintenance	196	93	5	53		2				1				41	1	190	6
<b>Total:</b>	<b>2993</b>	<b>2500</b>	<b>97</b>	<b>132</b>	<b>3</b>	<b>34</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>104</b>	<b>3</b>	<b>107</b>	<b>4</b>	<b>2881</b>	<b>112</b>

Prepared by:   
 Reather Keith Simpson, Sr. Vice President  
 (Name and Title)

Date: 9 / 21 / 2023  
 Revised 2015-Dec-15

**13. EVIDENCE OF INSURABILITY**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT**

(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Davis H. Elliot Construction Company, Inc.

Employee ID: N/A

Address: 673 Blue Sky Parkway, Lexington, KY 40509

Phone: 859-263-5148

Project to be insured: Masterson Station Park Fairgrounds - Electric replacement - Bid No: 109-2023

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's	
					Code	Rating
SC-2 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 Occurrence \$ 2,000,000 Aggregate	The Travelers Indemnity Company	25658	A++
SC-2 – see provisions	AUTO	\$1,000,000/per occ.	\$1,000,000 Combined Single Limit	The Travelers Indemnity Company of America	25666	A++
SC-2 – see provisions	WC	Statutory w/endorsement as noted	\$ Statutory	The Travelers Indemnity Company	25658	A++
SC-2 – see provisions	EXC	\$5,000,000 per occ.	\$5,000,000 Occurrence	The Travelers Indemnity Company	25658	A++

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Scott Insurance

Agency or Brokerage

10100 Global Way

Street Address

Knoxville TN 37932

City State Zip

434-832-2295

Telephone Number

Melanie Hackworth

Name of Authorized Representative

Senior Commercial Account Manager

Title

Melanie Hackworth  
Authorized Signature

9/19/2023  
Date

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

**IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.**



**14. DEBARRED FIRMS**

**PROJECT NAME:** Masterson Station Park Fairgrounds - Electric replacement

**BID NUMBER:** Bid No: 109-2023

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY**

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of Davis H. Elliot Construction Company, Inc. has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Davis H. Elliot Construction Company, Inc.

Name of Firm Submitting Bid



Signature of Authorized Official Reather Keith Simpson

Senior Vice President

Title

9/21/2023

Date

**15. DEBARMENT CERTIFICATION**

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
  - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
  - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Davis H. Elliot Construction Company, Inc.

Project: Masterson Station Park Fairgrounds - Electric replacement - Bid No: 109-2023

Printed Name and Title of Authorized Representative: Reather Keith Simpson, Sr. Vice President

Signature: 

Date: 9/21/2023

END OF SECTION



**August 21, 2023**

**Evidence of Authority to Sign**

This letter serves to certify that the individuals listed below are officers of Davis H. Elliot Company, Incorporated and Davis H. Elliot Construction Company, Inc. and that they have the authority to execute and enter into bids, contracts, bonds, affidavits, and any ancillary documents on behalf of either Company.

David S. Haskins, President – Chief Executive Officer  
Brian T. Briley, Executive Vice President  
Brian L. Sarrett, Senior Vice President  
Reather Keith Simpson, Senior Vice President  
John C. Haskins, Vice President – Region Director  
Tyler S. Haskins, Vice President – Region Director  
James R. Kemper, Vice President  
Donald R. Adkins, Vice President – Safety and Training  
Bryan M. Dowell, Vice President - Studio46 Media  
Robert W. Fronk, Jr., Vice President - Information Technology  
Kenneth D. Keener Jr., Vice President - Operations Administration  
William J. Manning, Vice President - Finance  
Scott A. Navis, Vice President - Chief Financial Officer, Secretary and Treasurer  
Stephen H. Steltenkamp, Vice President – Operations, Assistant Secretary  
Phillip A. Wright, Vice President – Strategy and Sustainability

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott A. Navis', is written over a white background.

Scott A. Navis  
Vice President - Chief Financial Officer, Secretary and Treasurer

**Commonwealth of Kentucky**  
**Michael G. Adams, Secretary of State**

Michael G. Adams  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

**Certificate of Authorization**

Authentication number: 284764

Visit <https://web.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**DAVIS H. ELLIOT CONSTRUCTION COMPANY, INC.**

, a corporation organized under the laws of the state of Virginia, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on February 23, 1950.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 24<sup>th</sup> day of January, 2023, in the 231<sup>st</sup> year of the Commonwealth.



*Michael G. Adams*

Michael G. Adams  
Secretary of State  
Commonwealth of Kentucky  
284764/0060852



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Scott Insurance (Knoxville, TN) 10100 Global Way Knoxville TN 37932	<b>CONTACT NAME:</b> Melanie Hackworth <b>PHONE (A/C, No, Ext):</b> 434-832-2295 <b>E-MAIL ADDRESS:</b> mhackworth@scottins.com		<b>FAX (A/C, No):</b> 434-455-8851
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Davis H. Elliot Company, Inc. and Its Subsidiaries Davis H. Elliot Construction Company, Inc. P.O. Box 12108 Lexington KY 40580	AEWIN-2		<b>INSURER A:</b> The Travelers Indemnity Company (A++) <b>INSURER B:</b> The Travelers Indemnity Company of America (A++) <b>INSURER C:</b> Markel American Insurance Company (A) <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
			NAIC #
			25658
			25666
			28932

**COVERAGES**

CERTIFICATE NUMBER: 1964474897

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VTC2K-CO-7280B24A-IND-23	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VTC2J-CAP-8181B535-TIL-23	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-5787B91A-23-25	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB8L782312-23-25-K	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment			MKLM7IM0053967	4/1/2023	4/1/2024	Per Item \$750,000
C	Installation Floater			MKLM7IM0053967	4/1/2023	4/1/2024	Per Jobsite \$1,500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Per policy provisions, notice of cancellation is at least 30 days except for non-payment of premium.

Workers Compensation Coverage for states AL, AR, DE, FL, GA, IL, IN, KS, KY, LA, MD, MI, MO, MS, NC, NJ, NM, NY, OK, PA, SC, TN, TX, VA, WV.

Workers Compensation policy includes Broad Form Employers Liability coverage for West Virginia.  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Sample  
For Bid Purposes  
Only KY xxxxx

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



## ADDITIONAL REMARKS SCHEDULE

AGENCY Scott Insurance (Knoxville, TN)		NAMED INSURED Davis H. Elliot Company, Inc. and Its Subsidiaries Davis H. Elliot Construction Company, Inc. P.O. Box 12108 Lexington KY 40580	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Sample to show evidence of coverage

# EQUAL EMPLOYMENT OPPORTUNITY STATEMENT



It has been and will continue to be a fundamental policy of Davis H. Elliot Company, Inc. (the "Company"), not to discriminate on the basis of race, color, religion, sex, national origin, age, disability, status as a Vietnam era veteran, special disabled veteran, recently separated veteran, other protected veteran, or any other status or condition protected by applicable federal, state or local law, with respect to recruitment, hiring, training, promotion, and other terms and conditions of employment.

Effective implementation and continuing administration of this policy will be the direct responsibility of this office. Clint Lester has been appointed as Affirmative Action Administrator with responsibilities to maintain and implement our Affirmative Action Plan and to ensure that the coordination, direction and review of equal employment opportunity policies, practices and programs is accomplished. Clint Lester will also be responsible for making reports to senior company management on our equal employment efforts on a periodic and continuing basis.

All supervisory personnel should make special efforts to assure that all employees reporting to them understand and effectively implement the policy. Supervisory employees will be evaluated on their adherence and commitment to our policy.

The Company does not condone and will not tolerate the harassment of any employee placed through our affirmative action efforts. Complaints of harassment of any type should be brought to the attention of Clint Lester or the President/CEO. Further, all complaints of discriminatory treatment in violation of this policy should be brought to the attention of Clint Lester or President/CEO so that an internal investigation may be undertaken.

We must all realize that it is the responsibility of each and every employee of Davis H. Elliot to give our policy of equal employment opportunity real meaning and full support.

A handwritten signature in black ink, appearing to read 'D. Haskins'.

**David Haskins**  
*President/CEO*

A handwritten signature in black ink, appearing to read 'Clint Lester'.

**Clint Lester**  
*Human Resources Director*



**Davis H. Elliot Construction Company, Inc.**

673 Blue Sky Parkway  
Lexington, KY 40509  
Phone: 859-263-5148  
Fax: 859-263-5486  
[www.dhec.com](http://www.dhec.com)

**Davis H. Elliot Construction Company, Inc.**  
**Diversity and Inclusion Plan**

**Mission Statement**

To create an environment that promotes meaningful business opportunities, showcase viable M/W/DBE firm capabilities, build productive partnerships and exercise effective program management, targeted towards successful integration of M/W/DBE firms within the business structure of the Markets where we work.

The vast majority of Elliot's work is self-performed. Our diversity plan includes looking at every "non-labor" component of our cost structure to employ the use of diverse suppliers which will add value without unnecessary cost burden that would increase our cost of service to the Customer. Attached is a current listing of 2nd Tier Diverse Suppliers which Elliot utilizes. Elliot actively seeks opportunities to support disadvantaged and diverse subcontractors. We advertise, recruit, and otherwise encourage participation when project scope and constraints make subcontracting possible. Elliot maintains a list of suppliers, labor and equipment subcontractors, and specialized service providers in order to maximize our diversity participation.

**Disabled, Minority and Women Business Enterprises**

The Davis H. Elliot Company strives to maintain an environment that values a diverse supplier base. We believe that by taking the initiative in seeking qualified suppliers, creating, and increasing alliances with and purchasing from M/W/DBEs, and including our customers and consumers in our purchasing strategy, will help build thriving local communities and generate long-term growth, as well as a competitive advantage for us. We do this by offering the greatest possible opportunities for minority and women-owned businesses to contribute as suppliers, contractors, and sub-contractors in our business.





**Davis H. Elliot Construction Company, Inc.**

673 Blue Sky Parkway  
Lexington, KY 40509  
Phone: 859-263-5148  
Fax: 859-263-5486  
[www.dhec.com](http://www.dhec.com)

**Diverse Suppliers:**

The vast majority of Elliot's work is self-performed. Our diversity plan includes looking at every "non-labor" component of our cost structure to employ the use of diverse suppliers which will add value without unnecessary cost burden that would increase our cost of service to the Customer. Attached is a current listing of 2nd Tier Diverse Suppliers which Elliot utilizes.

Elliot actively seeks opportunities to support disadvantaged and diverse subcontractors. We advertise, recruit, and otherwise encourage participation when project scope and constraints make subcontracting possible. Elliot maintains a list of suppliers, labor and equipment subcontractors, and specialized service providers in order to maximize our diversity participation.



**Davis H. Elliot Construction Company, Inc.**

673 Blue Sky Parkway  
 Lexington, KY 40509  
 Phone: 859-263-5148  
 Fax: 859-263-5486  
 www.dhec.com

**2nd Tier Diverse Suppliers**

<b>Type of Work</b>	<b>Name of Subcontractor</b>	<b>Classification</b>
Materials	ALH Construction	WBE
Auto Supplies	Baltimore Auto Supply	WBE
Materials	Bluegrass Contracting	VET
Catering	Blume's Catering	MBE
Materials	Captain Construction and Concrete	MBE
Auto Supplies	CBY Enterprises, Inc. (Tire & Tyre Co., LLC.)	MBE
Electrical services	Delta Utility Services, Inc.	WBE
Labor and equipment rental	Eco-Battery	MBE
Materials	Fox Engineering	MBE
Equipment rental	GDM	MBE
Safety consulting	Glenn Smith	WBE
Electrical supply	Gould Electric	MBE
Waste management	Hall Enterprises (dba Logistics Planning Services)	WBE
Traffic Control	Highway Safety Inc.	WBE
Office furniture	Hurst Office Suppliers	WBE
Lodging	Innovative Solutions	WBE
Landscaping	Kimberly Inc.	WBE
Rubber gloves & sleeves	Kinmar	WBE
Equipment rental	Lorenzo Construction Co, LLC	MBE
Materials	Lyndco Inc.	WBE
Security services	Mid-Atlantic Security Agency	MBE
Janitorial services	My Cleaning Service	MBE
Electrical supply	Old Dominion Electric Supply	MBE
Pavement marking	Payne's Parking Designs	MBE
Heating oil	Phoenix Petroleum	MBE
Electrical supply	Precision Contracting	WBE
Office supplies	Rudolph's Office & Computer	WBE
Traffic Control	Safety Caution Equipment	MBE
Materials	ShePaul Enterprises	MBE
Traffic Control	Superior Pavement Markings, Inc.	MBE
Traffic signs	TKM, Inc.	WBE
Equipment rental	TNE Global	MBE
Materials	Toni Levy & Associates (DBA Levy's Construction Building)	MBE
Electrical services	Tucker Construction Group Inc.	MBE
Electrical supply	United American Supply LLC	MBE
Electrical supply	Warrior Supply	MBE
Delivery Svcs./Hauling/Fuel/ Equipment rental/Lodging	Xpress Management Solutions	MBE
Delivery Svcs.	Xpress Solutions	MBE



To comply with the requirements of the Kentucky EEO Act, KRS 45.600(3), Davis H. Elliot Company, Inc. ("Elliot" or "Company") will take the following measures:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age, disability or any other status protected by applicable law.
2. A complete up-to-date record of employees classified by race, sex, and job classification will be maintained and semi-annual reports will be submitted to the Office of Equal Opportunity and Contract Compliance.
3. All employees will be advised at the time of employment that Elliot is an equal opportunity/affirmative action employer and that hiring, promotion, demotion or any other term or condition of employment is based on an individual's qualifications and ability to perform the work.
4. Elliot will cooperate with and support apprentice-training programs based on affirmative action.
5. Recruiting advertisements and all notices relating to employment will include the clause 'An Equal Opportunity Employer M/F/D.' Said clause will be printed on all correspondence and notices relating to employment.
6. A Company policy statement outlining Elliot's commitment to equal employment opportunity and affirmative action will be posted in conspicuous places throughout applicable facilities.
7. The Company has appointed Glenn Thomsen, Executive Vice President and Chief Financial Officer, to serve as the equal employment opportunity/affirmative action (EEO/AA) officer. The EEO/AA or his/her designee is authorized to supply reports and represent the Company in all matters regarding this affirmative action plan.
8. The name, address, and telephone number of the EEO/AA officer will be posted in conspicuous places throughout applicable facilities. The EEO/AA officer will be responsible for the following:
  - a. Implementing all phases of the affirmative action plan;
  - b. Maintaining a close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements;
  - c. Conducting periodic audits of employment practices to ensure non-discrimination;



- d. Semi-annual or more frequent instruction of all supervisory personnel about equal employment opportunity/affirmative action non-discrimination responsibilities;
- e. Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment;
- f. Semi-annual reviews with all supervisory personnel to ensure that the EEO/AA program is being implemented at all levels;
- g. Notifying minority recruitment sources in writing that the Company is an equal opportunity/affirmative action employer and notification to the same of job openings;
- h. Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity;
- i. Maintaining all facilities and activities on a non-discrimination basis;
- j. Maintaining applicant flow data with the title of job, referral source, sex, race, and final action with reasons for any rejections; and
- k. Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:
  - i. The minority population of the labor area surrounding the facility;
  - ii. The size of the minority unemployment forces in the area surrounding the facility;
  - iii. The percentage of the minority workforce as compared with the total workforce in the area;
  - iv. The availability of minorities having requisite skills in the immediate labor area;
  - v. The availability of minorities having requisite skills in the reasonable recruitment area;
  - vi. The availability of promotable and transferable minority employees in the Company;
  - vii. The existence of institutions capable of training persons in the requisite skills; and
  - viii. The degree of training the Company is reasonably able to undertake as a means of making all job classes available to minorities.

Sincerely,

Scott Navis  
Vice President - Finance



Davis H Elliot Construction Company, Inc.  
Affirmative Action Plan

Davis H. Elliot is an electrical contractor with approximately 3,000 employees. Our primary service offerings include the construction and maintenance of overhead and underground distribution lines for investor-owned utilities, municipalities, and cooperatives.

We currently have approximately 900 employees based in Kentucky, including 15 minorities or 2.1%. Based on the labor force in Kentucky, an increase of 20 minorities would be more representative of local demographics.

We believe that in order to be successful, we first must establish goals, then communicate those goals, and then track our performance versus the target.

Given the nature of our business, it is challenging to project growth, especially in a particular geographical market. The utilities award maintenance contracts with no volume guarantees. Similar to other contracting firms, we also bid on individual projects.

For the purpose of establishing goals, we assumed that our Kentucky workforce would remain at its current level for the period 2022-2023.

Based on historical trends, we have assumed that our turnover in our Officials and Managers and Professional categories to be 5% annually, 10% in our Clerical positions, 20% in skilled positions, 30% in semi-skilled, and 50% in our entry level laborer positions. These assumptions yield 609 openings during the four years beginning in 2019. Our goal is to hire a minimum of 28 minorities by the end of 2022 to achieve a more representative workforce.

We are committed to addressing the underutilization of minorities in Kentucky. We are also committed to furthering our utilization of females. Davis H. Elliot will embrace the opportunity to share opportunities at job fairs, local high schools, and lineman/trade schools. We are currently revamping our recruiting process and will begin posting job openings on several popular online platforms later this year.

Sincerely,

Scott Navis  
Vice President - Finance



## **Experience Profile**

### **R. Keith Simpson**

Senior Vice President

Central Region

---

### **Experience:**

1991 – Present          Davis H. Elliot Construction Company, Inc.  
Lexington, KY

### **Senior Vice President:**

The senior vice president is responsible for all aspects of divisional operations, safety, estimation, and customer relations for the Technical Services, Electrical Services, Transmission, and Distribution divisions and all sub-business lines within the Central Region.

### **Professional:**

- Traffic Signal Field Electrician Level II – Certified by IMSA
- Fiber Optics for Intelligent Traffic Systems Level II - Certified by IMSA
- Kentucky Licensed Master Electrician – ME24628, CE20202
- Certified Electrical Contractor – KY, TN, WV, OK and VA
- Twenty years of electrical construction management experience
- Traffic Signal Inspector Level 1 – Certified by IMSA
- Certified Utility Safety Professional – Endorsement in Trans. & Distr.

### **Education:**

- University of Phoenix – Bachelor of Science in Business Management
- Texas A&M Engineering Extension Services – High Voltage Cable Splicing



**Davis H. Elliot Construction Company, Inc.**

**Central Region**

673 Blue Sky Parkway

Lexington, Kentucky 40509

Phone: 859-263-5148

Fax: 859-255-5988

## **Experience Profile**

### **Jeff Zellen**

Division Manager

Central Region – Electrical Services Division

---

### **Experience:**

2011 – Present          Davis H. Elliot Construction Company, Inc.  
Lexington, KY

### **Division Manager**

The Electrical Services Division Manager is responsible for all aspects of the divisions' operations including safety, productivity, and profitability for the various business lines. The Electrical Services business lines include residential, commercial, industrial, telecommunications, and healthcare.

### **Professional:**

- Certified Professional Constructor (CPC) – American Institute of Constructors
- Certified Electrical Safety Technician (CEST) – NFPA
- 13 years of electrical construction management experience

### **Education:**

- Eastern Kentucky University - Bachelors Degree in Construction Management

### **Projects:**

- Substation Expansion Project – University of Kentucky
- Improve Mechanical Infrastructure Central Campus Utility Relocation – University of Kentucky
- Nine new residence halls at the University of Kentucky – Greystar
- Fort Boonesboro Primary Modifications – State of Kentucky
- Utility Relocation for New Student Center – University of Kentucky



**Davis H. Elliot Construction Company, Inc.**

**Central Region**

673 Blue Sky Parkway

Lexington, Kentucky 40509

Phone: 859-263-5148

Fax: 859-255-5988

## **Experience Profile**

### **Matt Haller**

Operations Manager

Central Region – Electrical Services

---

### **Experience:**

Twenty years of experience in the Electrical industry.

2013 – Present          Davis H. Elliot Construction Company, Inc.  
Lexington, KY

### **Operations Manager**

An operations manager is responsible for all aspects of the Company's service operations including safety, productivity and profitability for traffic and substation lines of business. He understands, supports, and enforces the safety and employment policies of the Company. To promote to positions of leadership qualified individuals who have not only the necessary professional skills, but also the personal integrity to represent Elliot. He establishes and coordinates the efforts of direct reports to safely and efficiently complete all projects.

### **Professional:**

- First Aid / CPR
- Electrical license
- OSHA 30
- STSC

### **Professional History:**

Matt has been involved in managing / supervising the installation and maintenance of electrical systems. Worked as an Electrician, Foreman/General Foreman, Project Manager on many large construction projects. Operations manager

### **Recent Projects:**

- Cath Lab installation St Joe Hospital
- UK Law Remodel
- Lewis Hall, Haggin Hall, Limestone Park and other Dorms at UK
- Idemitsu Addition
- Hendrickson Paint Booth Addition
- Olympic Steel





Davis H. Elliot Construction Company, Inc.

Central Region

673 Blue Sky Parkway

Lexington, Kentucky 40509

Phone: 859-263-5148

Fax: 859-255-5988

## Experience Profile

### Brandon Brake

Project Manager

Division - Central Region

---

### Experience:

2013 – Present

Davis H. Elliot Construction Company, Inc.  
Lexington, KY

### Position:

*Project Manager*

### Education:

- Some College

### Professional Training:

- Project Management
- NFPA 70E
- OSHA 10/20/30
- First Aid / CPR

### Recent Projects:

- PAV A 5<sup>th</sup> Floor Fit-Up
- Coldstream
- Newport Racing & Gaming



**Davis H. Elliot Construction Company, Inc.**

**Central Region**

673 Blue Sky Parkway

Lexington, Kentucky 40509

Phone: 859-263-5148

Fax: 859-255-5988

## **Experience Profile**

### **Barry Bryant, Jr.**

Position General Foreman

Central Region – Electrical Services Division

---

### **Experience:**

2012 – Present	Davis H. Elliot Construction Company, Inc. Lexington, KY
2009 – 2012	Parsons Electric Company Lexington, KY

### **Position:**

Oversee all phases of large construction, new builds, remodels, and underground medium-voltage projects from start to finish. Perform routine safety audits, govern employee development and monitor work in progress to ensure productivity and quality assurance.

### **Education:**

- Powell Co. high class of 2002
- IEC of the Bluegrass class of 2012

### **Professional Training:**

- AVO training Institute Medium Voltage Cable Technician 2016- current
- AVO training Institute Advanced Medium voltage testing course 2022
- TE Connectivity 69KV terminations and splicing course 2021
- 3M 69KV terminations and splicing course 2021
- OSHA 30 construction safety and health course 2018

### **Recent Projects:**

- Krikorian Theater (LEX Live) new construction
- Oakwood Infrastructure upgrade medium voltage work
- Coldstream Core project new construction
- Nicholasville Police Station new construction
- New Baptist Health Hospital phase 1 duct bank, medium voltage work and pole lights
- Barnes and Noble books store University of Kentucky new construction
- University of Kentucky Federal Credit Union new construction
- Main Stay Hotel renovation
- Kirwan and Blanding tower demo infrastructure

## Matthew Kerr

---

**From:** Matthew Kerr  
**Sent:** Monday, July 24, 2023 4:20 PM  
**To:** 'sales@constructionsupplyonline.com'  
**Subject:** RE: Masterson Station Park Fairgrounds Electrical Replacement

I apologize, bids are due this Thursday 7-27-23.

**From:** Matthew Kerr  
**Sent:** Monday, July 24, 2023 9:14 AM  
**To:** sales@constructionsupplyonline.com  
**Subject:** Masterson Station Park Fairgrounds Electrical Replacement

Good morning William,  
We are bidding a project for LFUCG at Masterson Station here in Lexington. It involves medium voltage cabling and terminations. I have my counts below and the plans attached. Bids are due on 7-24-23. Please let me know if you have any questions.

### Base Bid

#4/0 15kv Okonite – 9,500'  
15kv 200A elbow terminations – 96  
10KV dead front shielded lightning arrester – 32  
Utility marker - 20

### Alternate #1

#4/0 15kv Okonite – 500'  
15kv 200A elbow terminations – 6  
10KV dead front shielded lightning arrester – 2

### Alternate #2

#4/0 15kv Okonite – 900'  
15kv 200A elbow terminations – 12  
10KV dead front shielded lightning arrester – 4

### Alternate #3

#4/0 15kv Okonite – 1,400'  
15kv 200A elbow terminations – 12  
10KV dead front shielded lightning arrester – 4

### Alternate #4

#4/0 15kv Okonite – 1,100'  
15kv 200A elbow terminations – 12  
10KV dead front shielded lightning arrester – 4  
Utility Marker - 4

**Matt Kerr | Senior Estimator**

Davis H. Elliot Co, Inc.  
673 Blue Sky Parkway, Lexington, KY 40509  
**e:** [mkerr@dhec.com](mailto:mkerr@dhec.com) | **w:** [www.DHEC.com](http://www.DHEC.com)  
**m:** (859) 414-2285 | **p:** (859) 263-5148 x1195



## Matthew Kerr

---

**From:** Matthew Kerr  
**Sent:** Monday, July 24, 2023 4:20 PM  
**To:** gigibacon@windstream.net  
**Subject:** RE: Masterson Station Park Fairgrounds Electrical Replacement

I apologize, bids are due this Thursday 7-27-23.

**From:** Matthew Kerr  
**Sent:** Monday, July 24, 2023 4:09 PM  
**To:** gigibacon@windstream.net  
**Subject:** Masterson Station Park Fairgrounds Electrical Replacement

Good afternoon,

We are bidding a project for LFUCG at Masterson Station here in Lexington. It involves medium voltage cabling and terminations. I have my counts below and the plans attached. Bids are due on 7-24-23. Please let me know if you have any questions.

### Base Bid

#4/0 15kv Okonite – 9,500'  
15kv 200A elbow terminations – 96  
10KV dead front shielded lightning arrester – 32  
Utility marker - 20

### Alternate #1

#4/0 15kv Okonite – 500'  
15kv 200A elbow terminations – 6  
10KV dead front shielded lightning arrester – 2

### Alternate #2

#4/0 15kv Okonite – 900'  
15kv 200A elbow terminations – 12  
10KV dead front shielded lightning arrester – 4

### Alternate #3

#4/0 15kv Okonite – 1,400'  
15kv 200A elbow terminations – 12  
10KV dead front shielded lightning arrester – 4

### Alternate #4

#4/0 15kv Okonite – 1,100'  
15kv 200A elbow terminations – 12  
10KV dead front shielded lightning arrester – 4  
Utility Marker - 4

**Matt Kerr | Senior Estimator**

**Davis H. Elliot Co, Inc.**

673 Blue Sky Parkway, Lexington, KY 40509

e: [mkerr@dhec.com](mailto:mkerr@dhec.com) | w: [www.DHEC.com](http://www.DHEC.com)

m: (859) 414-2285 | p: (859) 263-5148 x1195



## Matthew Kerr

---

**From:** Matthew Kerr  
**Sent:** Monday, July 24, 2023 4:19 PM  
**To:** vanthony@7pmgroup.com  
**Subject:** RE: Masterson Station Park Fairgrounds Electrical Replacement

I apologize, bids are due this Thursday 7-27-23.

**From:** Matthew Kerr  
**Sent:** Monday, July 24, 2023 9:12 AM  
**To:** vanthony@7pmgroup.com  
**Subject:** Masterson Station Park Fairgrounds Electrical Replacement

Vincel,  
We are bidding a project for LFUCG at Masterson Station here in Lexington. It involves medium voltage cabling and terminations. I have my counts below and the plans attached. Bids are due on 7-24-23. Please let me know if you have any questions.

### Base Bid

#4/0 15kv Okonite – 9,500'  
15kv 200A elbow terminations – 96  
10KV dead front shielded lightning arrester – 32  
Utility marker - 20

### Alternate #1

#4/0 15kv Okonite – 500'  
15kv 200A elbow terminations – 6  
10KV dead front shielded lightning arrester – 2

### Alternate #2

#4/0 15kv Okonite – 900'  
15kv 200A elbow terminations – 12  
10KV dead front shielded lightning arrester – 4

### Alternate #3

#4/0 15kv Okonite – 1,400'  
15kv 200A elbow terminations – 12  
10KV dead front shielded lightning arrester – 4

### Alternate #4

#4/0 15kv Okonite – 1,100'  
15kv 200A elbow terminations – 12  
10KV dead front shielded lightning arrester – 4  
Utility Marker - 4

**Matt Kerr** | Senior Estimator

Davis H. Elliot Co, Inc.

673 Blue Sky Parkway, Lexington, KY 40509

e: [mkerr@dhec.com](mailto:mkerr@dhec.com) | w: [www.DHEC.com](http://www.DHEC.com)

m: (859) 414-2285 | p: (859) 263-5148 x1195

