



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O' Mara  
Commissioner

Addendum #1

Bid Number: Bid 106-2015  
Subject: Fiber Optic Cable Installation  
& Repair

Date: July 17, 2015  
Please address inquiries to:  
Debra Bright  
(859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following changes to the above referenced specifications:

The following information is the Risk Management Provisions Insurance and Indemnification for the Fiber Optic Cable Installation & Repair.

Todd Slatin, Purchasing Director  
Division of Central Purchasing

All other terms and conditions of the Proposal and specifications are unchanged.

This letter should be signed, attached to and become a part of your Proposal.

**PROPOSAL OF:** Davis H. Elliot Contruction Company, Inc.

**ADDRESS:** 673 Blue Sky Parkway, Lexington, KY 40509

**SIGNATURE OF BIDDER:**

Keith Simpson, Vice President



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O' Mara  
Commissioner

Addendum #2

Bid Number: Bid 106-2015  
Subject: Fiber Optic Cable Installation  
& Repair

Date: July 30, 2015  
Please address inquiries to:  
Debra Bright  
(859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following changes to the above referenced specifications:

Technical Assistance:

DELETE vehicle and equipment hourly rate.

09. Install Fiber Optic Cable:

ADD Corning Standard Recommended Procedure Guides shall be followed, particularly SRP 005-010 & 011.

12. Drop to Cabinet (Pathway):

DELETE reference to (smurf tube)

ADD Corrugated inner-duct is to be continuous, 1" ID, HDPE, Black w/UV protection and a 500 lb pulling tape pre-installed inside the duct. Equivalent to Dura Line P/N:2001005710.

ADD BID ITEMS #14 and #15

14. Rock Removal (trench):

- Contractor must notify inspector when substantial rock is encountered within the designated path.
- Written approval will be given to the contractor to proceed through the rock once other options are ruled out.
- Quantity of material must be verified by the engineer or inspector before payment can be made.
- This unit shall also be used for roadway crossings requiring an open trench through asphalt and concrete.
- Pay unit for this item is cubic yard (CY).

15. Solid Rock Bore:

- Contractor must notify the inspector when solid rock is encountered within the designated path.
- Solid rock is defined as any rock/surface that significantly slows the boring progress. Small, random obstructions will be considered incidental and not covered by this bid item.

- The inspector must be present while the contractor is boring through rock in order to document the pay units.
- Pay unit for this item is per linear foot (FT)

**DETAILS ALTERED**

Conduit and Warning Tape – Trench Only

DELETE Warning Tape from the required installation detail. Detectable tracer tape will be installed along with the fiber optic cable in lieu of the warning tape.

Please use the attached revised pricing schedule in your submittal. Items 14 & 15 have been added and a price must be submitted.

   
 Todd Slatin, Purchasing Director  
 Division of Central Purchasing

All other terms and conditions of the Proposal and specifications are unchanged.

This letter should be signed, attached to and become a part of your Proposal.

**PROPOSAL OF:** Davis H. Elliot Construction Company, Inc.

**ADDRESS:** 673 Blue Sky Parkway, Lexington, KY 40509

**SIGNATURE OF BIDDER:** \_\_\_\_\_

  
 Keith Simpson, Vice President



Davis H. Elliot Construction Company, Inc.  
673 Blue Sky Parkway  
Lexington, KY 40509  
Phone: 859-263-5148  
Fax: 859-263-5486

Aug. 4, 2015

Lexington-Fayette Urban County Government  
Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507

Re: BID NO. 106-2015  
Fiber Optic Cable Installation & Repair

**ATTACHMENT A  
ITEMIZATION OF BID EXCEPTIONS**

**Number of Exceptions: 1**

**EXCEPTION TO INDEMNIFICATION AND HOLD HARMLESS PROVISION**

Davis H. Elliot Construction Company, Inc. adds language to Indemnification and Hold Harmless Provision, (3) as follows:

**"Contractor does not agree to be liable for costs, fees, and expenses of such defense for events caused solely by the active negligence or willful misconduct of LFUCG".**

*(sample attached)*

  
Keith Simpson, Vice President

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. added by Contractor: "Contractor does not agree \*  
to be liable for costs, fees, and expenses of such defense for events caused solely by the active negligence or willful misconduct of LFUCG".
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement. K.S.  
3/4/2015
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

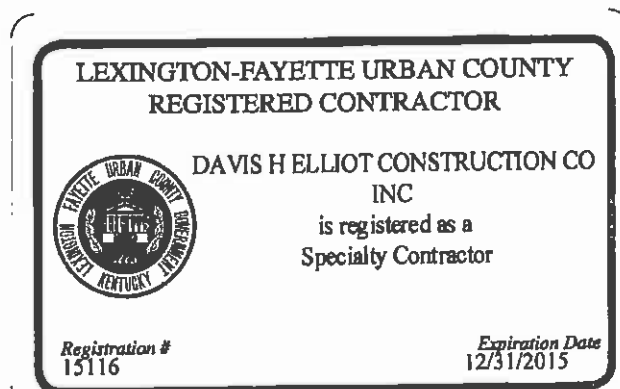
YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE

**LEXINGTON-FAYETTE URBAN COUNTY  
CONTRACTOR REGISTRATION**



Be It Known That  
DAVIS H ELLIOT CONSTRUCTION CO INC  
is hereby granted  
Registration # 15116  
as a  
Specialty Contractor  
in Lexington-Fayette County  
Expiration Date: 12/31/15

HERE IS YOUR WALLET CARD. DETACH AND SIGN BACK OF CARD.



# IMSA

*Traffic Signal Renewal Program*

*Be It Known That*

**James L. Mink**

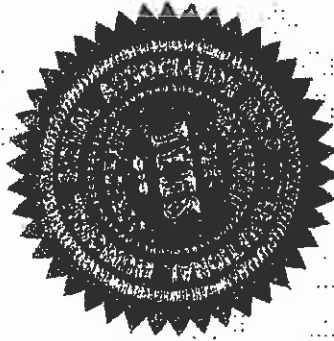
*is hereby certified as a*

*Traffic Signal Field Technician Level II*

*by completing all requirements and examination*

*For Certification on this Fifth day of March, 2013*

*Valid Thru: 3/5/2016*



Certificate Number

**BE50761**

Executive Director

*Maury E. Lawrence*

# IMSA

*Roadway Lighting Renewal Program*

*Be It Known That*

**James L. Mink**

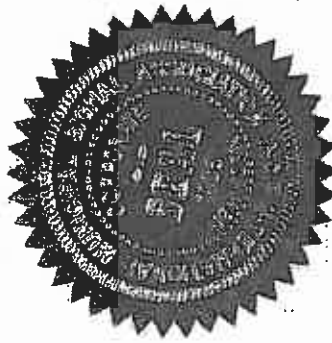
*is hereby certified as a*

*Roadway Lighting Technician Level I*

*by completing all requirements and examination*

*For Certification on this Fifth day of March, 2013*

*Valid Thru 8/5/2016*



Certificate Number

RR\_30255

*Maury E. Lawrence*

Executive Director





**Fiber Optics for ITS  
Certification Renewal**

**James L. Mink**

*is hereby certified as a*

**Fiber Optics for ITS Level II**

*on 4/7/2015*

*Valid Thru 4/7/2018*

  
Douglas M. Alken - Deputy Executive Director

*Fiber Optics for ITS Certification Renewal*

**James L. Mink**

*Is Hereby Certified as a*

**Fiber Optics for ITS Level II**

*By completing all requirements and  
examination.*



<u>Cert #</u>	<u>Date</u>	<u>Good Thru</u>
FP_30255	4/7/2015	4/7/2018



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: July 21, 2015

## INVITATION TO BID #106-2015

### Fiber Optic Cable Installation & Repair

**Bid Opening Date:** August 4, 2015 **Bid Opening Time:** 2:00 PM  
**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507  
**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A **Pre Bid Time:** N/A  
**Address:** N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **8/4/2015**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

Bids are to include all shipping costs to the point of delivery located at: See Specifications

Bid Security Required:  Yes  No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required:  Yes  No

<input checked="" type="checkbox"/> Bid Specifications Met	<b>Check One:</b> ____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> <u>30</u> days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Submitted by: Davis H. Elliot Construction Company, Inc.  
*Firm Name*  
673 Blue Sky Parkway  
*Address*  
Lexington, KY 40509  
*City, State & Zip*

**Bid must be signed:** *Keith Simpson* Vice President  
*(original signature)* **Signature of Authorized Company Representative – Title**  
Keith Simpson  
*Representative's Name (Typed or printed)*  
859-263-5148 2120 859-255-5988  
*Area Code - Phone - Extension Fax #*  
ksimpson@dhec.com  
*E-Mail Address*

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

**AFFIDAVIT**

Comes the Affiant, Keith Simpson, and after being first duly sworn under penalty of perjury as follows:

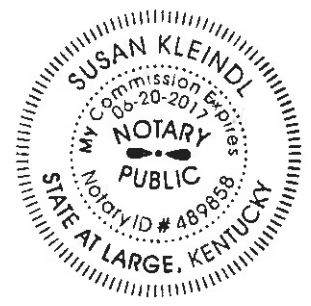
1. His/her name is Keith Simpson and he/she is the individual submitting the bid or is the authorized representative of Davis H. Elliot Construction Company, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette 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 Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.   
Keith Simpson, Vice President

STATE OF Kentucky  
Fayette  
COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Keith Simpson on this the 4th day  
of aug 2015.

My Commission expires: 6/20/2017



  
NOTARY PUBLIC, STATE AT LARGE Notary

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes  No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #106-2015 Fiber Optic Cable Installation & Repair"**

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

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

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

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

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

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

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

### **III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 360 days of the Procurement Contract. After 360 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - ( ) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - ( ) 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All Invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.



## **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.

EQUAL OPPORTUNITY AGREEMENT

The Law

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

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental 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 contractors may be declared ineligible for future consideration.

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

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
Signature Keith Simpson, Vice President

Davis H. Elliot Construction Company, Inc.  
Name of Business


## GENERAL PROVISIONS OF BID CONTRACT

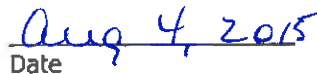
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Davis H. Elliot Construction Company, Inc.

  
Signature Keith Simpson, Vice President

  
Date

## REQUEST OF BID PROPOSAL: PRICE CONTRACT

### Fiber-Optic Cable Installation/Repair

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The Lexington Fayette Urban County Government, Department of Environmental Quality & Public Works, Division of Traffic Engineering, requests proposals of a price contract to consist of all items and activities involved in Fiber-Optic Cable and Pathway Installation and Repair.

#### Bidder Requirements:

The successful bidder shall:

- submit copies of all required licenses and certifications with the bid.
- be a licensed contractor in Fayette County.
- not subcontract any work without prior approval from LFUCG Traffic Engineering
- have a certified fiber-optic cable installer on site at all times overseeing/performing fiber-optic cable installation work.
- have a certified Fusion Splicer perform all fusion splicing work (when such work is needed)
- have an IMSA Certified Level II - Traffic Signal Technician on site, overseeing work performed around traffic signal equipment. \*LFUCG shall perform this function if requested, at the Technician Rate specified below.
- install fiber-optic cable equipment/materials meeting LFUCG Division of Traffic Engineering specifications.
- complete any/all work within thirty (30) days from notice to proceed. \*Special consideration will be given for larger projects such as underground installs greater than 5,000 feet.
- post a performance bond on any contract work being performed equal to fiber project costs.
- acquire R/W permits from Division of Engineering before performing work such as roadway cuts, trenching, boring or sidewalk work.
- be responsible for all traffic control.

#### Enforcement Codes:

All work shall conform to the:

- National Electrical Code
- National Safety Code
- International Municipal Signal Association
- Manual on Uniform Traffic Control Devices
- Work Zone Traffic Control Codes
- Lexington Fayette Urban County Government or State Highway Department codes relevant to work being done.
- Reduction of Soil Erosion (LFUCG Code of Ordinances) Chapter 16, Article X, Division 5, Section 16-103

#### Payment:

- Payment for work performed shall be, after all work has been completed, inspected, and has met all specifications listed on plans and enforcement codes. Partial payments will be made on larger projects lasting more than one month.
- Payment for conduit installed shall be on a per foot basis and shall include all the necessary components needed to complete the installation (Example: Condulets, conduit hangers, couplings, stand-offs, etc.)

Conduits:

- All conduits installed shall be Sch 80/SDR 11.
- All trunk-line conduits shall be 2" Inner-Duct, HDPE, Orange.
- All PVC conduits installed shall have a threaded PVC bushing installed on the end.
- All conduits installed under roadway surfaces shall be encased in concrete or directionally bored per KYTC/LFUCG specifications.
- All conduits entering into junction boxes and/or traffic signal equipment shall be non-metallic, except where conduit extends above surface grade level.
- All rigid steel conduits installed by the contractor per this contract shall be bonded to ground and have threaded bushings on the ends.
- All conduits installed above grade shall be rigid steel (including preformed 90's that attach to underground conduit) unless specified otherwise by the Division of Traffic Engineering.
- All conduits installed shall be connected to existing conduits, junction boxes and/or traffic signal equipment, if present.
- Installation of Conduits, on wood poles shall be mounted using standoffs (number of conduits shall be determined by the LFUCG).

The following items shall be considered a part of each bid item and the LFUCG shall not be billed separately for these items:

- Any/All Equipment and manpower needed, to perform work outlined in bid item.
- Any/All Electrical and misc. materials used/needed to complete the work to meet applicable codes and specifications.
- Material acquisition and transport.
- Cleaning up of dirt, debris, materials, etc..
- Discarding of materials.
- Locating of utilities.
- Repair costs for damages to private property or utilities caused by the contractor (whether items are listed on the plans or not).
- Restoring of the work site back to its original condition, in most cases using typical Best Practices for restoring work sites.
- All local permits as necessary (R/W Permit, Land Disturbance Permit and Lane Blockage Permit). Permit fees (Permit fees (if any) will be covered by the Division. Fines associated with the permits will not be covered by the Division.
- Traffic control needed. Note: Most work associated with this contract will be in and around busy roadways in Fayette County.
- Any repairs due to malfunctions or adjustments caused by contractor carelessness or negligence for thirty (30) days after final approval.

Technical Assistance:

If requested by the contractor/developer or required due to unsafe conditions, the LFUCG shall provide technical assistance per the following rates:

- Technician Rate: \$40.00/hr
- Use of vehicle and equipment: \$60.00/hr (does not include technician rate)

The scope of work shall be as follows:

- The division may request the contractor, perform such work as (but not limited to), installing wood poles, anchors, replacing fiber-optic cable support spans, underground conduit, junction boxes, installing fiber-optic cable, fusion splicing fiber-optic cable and making fiber-optic cable wiring connections.
- The Division of Traffic Engineering may elect to have the vendor do all of the work or do only part of the work with the Division of Traffic Engineering completing the work.
- The contractor will be required to provide and/or obtain materials (Electrical, anchoring, and line hardware) to install fiber-optic cable and equipment with the exception of traffic signal equipment (See bid item specifications).

## The following equipment and/or labor shall be required:

- Laborer
- Foreman
- Electrician
- Certified fiber-optic cable installer/splicer
- Fiber-Optic Cable installation and Fusion Splicing equipment
- Pickup Truck
- One 1&1/2 Ton Bucket Truck
- 1&1/2 Ton Platform Truck
- 1&1/2 Ton Line Truck and Auger
- Concrete Saw (Min 35 HP) with Blades
- Air Compressor (Min 125 CFM) with Tools
- Trenching Machine (up to 42")
- Flashing Arrow Board
- Backhoe
- Pipe Pusher
- Boring Machine (2" hole)

The LFUCG may inspect facilities and equipment before award of bid.

The following list, gives the contractor an idea of some of the materials he/she shall be required to provide and/or obtain (but not limited to). Other materials that the contractor may be required to provide and/or obtain shall be as outlined within the contract relative to specific bid item numbers:

- Materials to install Down Guys and Side Walk Guys Including Expansion Anchors, Guy Guards, Line Hardware etc. (2-inch Hardware and 2-inch rigid steel conduit shall be used for sidewalk guys).
- 1/4-inch Messenger Cable (Span Wire).
- Reliable (1/4-inch) Strand Vises.
- Materials to install conduits into a controller cabinet (strain pole or wood pole mount).
- Concrete, wood and materials needed to install concrete platforms or make concrete repairs.
- Other needed materials not listed (Electrical, Anchoring, and Line Hardware) needed to install Fiber-Optic Cable (except Fiber-Optic Cable).

Bid item specifications:

The phrase Fiber-Optic Cable Equipment in the following bid activities may consist of all or part of the following:

- Fiber-Optic Cable Mounting Hardware.
- Fiber-Optic Cable Support Cable.
- 1/4-inch messenger cable.
- 1/4-inch strand vises
- In ground junction box
- Fiber-Optic Cable & Components.
- Inner-duct

Bid Activities

Contractor should give price quotes for the following items.

01. Wood Pole, 35-foot, Class 4:

- Provide and install wood pole

02. Down Guy (Standard):

- Contractor shall provide all material and equipment (including guy guard) in concrete or soil.
- Contractor shall use expansion type anchor with an 8-foot anchor rod.
- 8M Galvanized messenger cable and 5/16-inch strand vises shall be used.

03. Down Guy (Sidewalk):

- Contractor shall provide all material and equipment (including guy guard) in concrete or soil.
- Contractor shall use 2-inch pole plate and end cap.
- Contractor shall use expansion type anchor with an 8-foot anchor rod.
- 8M Galvanized messenger cable and 5/16-inch strand vises shall be used.

04. Span Wire (Messenger Cable):

- Contractor shall provide and install all materials
- 1/4-inch messenger cable

05. Conduit, Above Ground, Rigid Steel 2 inch

- Contractor shall supply all material and equipment
- Contractor shall connect to existing conduits, junction boxes, poles, etc.

06. Conduit, Underground, Non Traffic Surface, 2-Inch

- Contractor shall provide all materials and equipment.
- Contractor shall connect to existing conduits, junction boxes, poles, etc.
- Installation method shall be determined contractor preference, permit requirements and/or as specific site conditions require.

07. Conduit, Under Roadway or commercial Driveway, 2-Inch:

- Contractor shall provide all material and equipment.
- Contractor shall connect to existing conduits, junction boxes, poles, etc.
- Installation method will typically be done by boring or as allowed by permit
- This item will be measured from junction box to junction box or ten (10) feet behind the curb whichever distance is shorter.

08. Traffic Bearing Junction Box w/Lid":

- Contractor shall provide all material and equipment.
- Installations shall be in soil or concrete
- Junction boxes installed shall have a 9-inch dry well of #57 aggregate, installed under the junction box to prevent standing water.
- Box/Lid shall be Tier 22-17 inch x 30 inch PD stackable, Open bottom w/mouse-holes. Equivalent to Quazite PD 1730-BB26 Box & PG 1730-HH00 Lid.

09. Install Fiber Optic Cable:

- LFUCG shall provide Fiber Optic Cable, Markers, and Sno-Shoes for aerial runs.
- Installations shall include vertical, Horizontal, in conduit, etc.
- Contractor shall witness testing of fiber before taking possession and replace fiber (at his/her cost) if damaged while in his possession.
- Billing shall be on a single cable (regardless of number of strands), per foot basis.
- Slack loops as determined by FLUCG shall be incidental, accounted for in the total footage.



- Lashing of aerial runs and detectible pull-string for underground runs shall be incidental to installation
- LFUCG shall terminate/splice fiber-optic cable installed.

10. Fusion Splicing of fiber-optic cable (Aerial or Underground installation):

- Contractor shall provide all materials and equipment needed to perform task to industry standard and LFUCG specifications.
- LFUCG shall provide color codes and splice cases, as needed
- Contractor shall provided documentation showing each splice meets industry standard.
- Each splice shall maintain maximum operable level for 30-days after being put in use.
- Bid quote shall be on a per twelve (12) splice basis.

11. Pole Attachment:

- Contractor shall provide and install all pole line hardware
- ¼-inch Strand Vines
- "D" Lashing Clamps
- Jumper Clamp, N/S Electric M EM 0800, - A grounding jumper clamp shall be installed at each wood pole attachment with an available ground wire
- Fiber Spacers – Fiber spacers shall be used at each location where fiber support messenger is attached to wood/steel poles.

12. Drop to Cabinet (Pathway)::

- Contractor shall provide all material and equipment needed to perform task to industry standard and LFUCG specifications
- Includes providing and installing up to 200 feet of corrugated, inner-duct (smurf tube) from designated splice point or junction box into the controller cabinet.
- Incidental to this item will be lashing the inner-duct to the messenger cable and tapping up to two (2) steel strain poles

13. Demolish Existing Cable:

- Contractor shall provide all material and equipment needed to perform task
- The item id for overhead or underground demolition of the fiber-optic cable, and misc. components.
- Span wire and attachment hardware demolition shall be incidental to this item
- Bid quote shall be per five-hundred (500) feet.

Price Quotes:

Due to heavy volumes of traffic at certain intersections during regular working hours some scheduled work will take place after 6:00 pm.

The following bid quotes are for work done that is NON-EMERGENCY. Non-Emergency is scheduled work conducted by the contractor and/or project agreements between the contractor and the LFUCG.

<b>Bid # 106-2015 Fiber-Optic Cable Installation / Repair</b>					
<b>Item #</b>	<b>Item Description</b>	<b>Unit</b>	<b>Bid per Unit</b>	<b>Estimated Work</b>	<b>Total</b>
<b>Standard Installation and Repairs</b>					
1	Wood Pole, 35-foot, Class 4	Ea	1,200.00	6	7,200.00
2	Down Guy (Standard)	Ea	400.00	6	2,400.00
3	Down Guy (Sidewalk)	Ea	425.00	6	2,550.00
4	Span Wire (Messenger Cable)	Ft	3.00	2,500	7,500.00
5	Conduit, Above Ground, Rigid Steel, 2-inch	Fl	10.00	400	4,000.00
6	Conduit, Underground, Non-Traffic Bearing Surface, 2-inch	Fl	8.00	12,000	96,000.00
7	Conduit, Under Roadway or Commercial Driveway, 2-inch	Ft	25.00	700	17,500.00
8	Traffic Bearing Junction Box w/Lid	Ea	1,100.00	20	22,000.00
9	Install Fiber-Optic Cable	Ft	1.50	16,000	24,000.00
10	Fusion Splicing of fiber-optic cable (Aerial or Underground installation), (per 12 Splices)	Ea	1,000.00	1	1,000.00
11	Pole Attachment	Ea	50.00	20	1,000.00
12	Drop to Cabinet (Pathway)	Ea	400.00	16	6,400.00
13	Demolish Existing Cable (per 500 feet)	Ea	250.00	4	1,000.00
14	Rock Removal (trench)	CY	200.00	25	5,000.00
15	Solid Rock Bore	FT	100.00	10	1,000.00
	<b>Total</b>				<b>198,550.00</b>



DATE	BY	CHK'D BY	APP'D BY

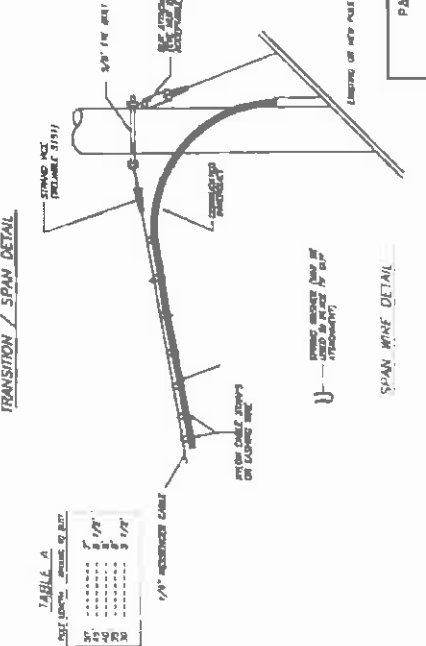
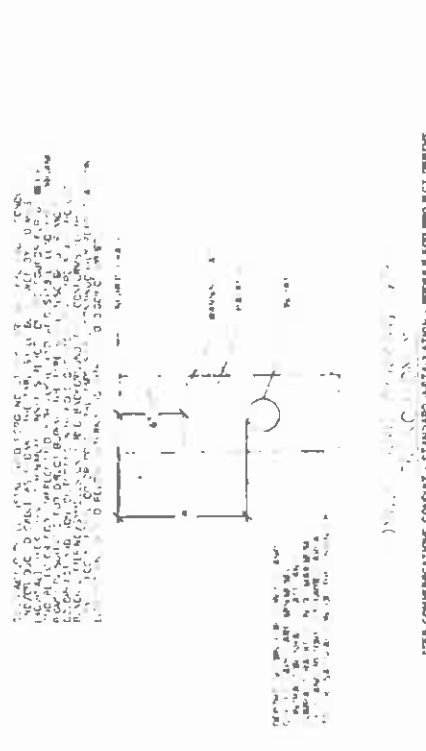
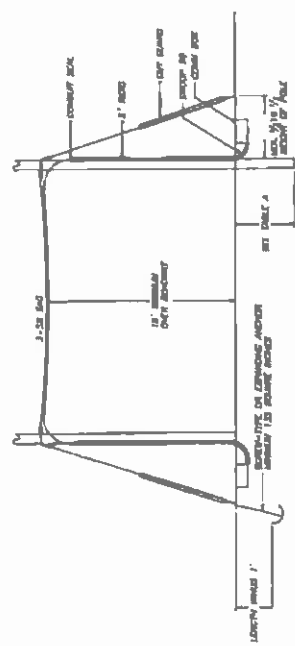
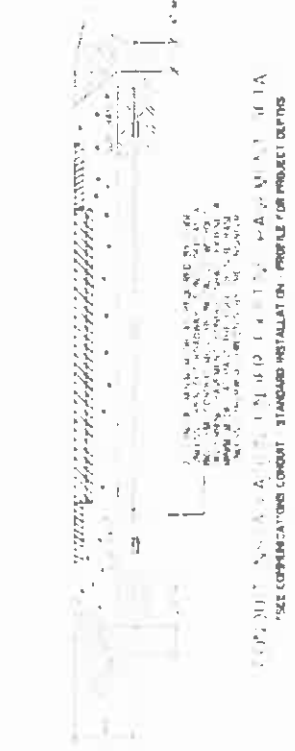
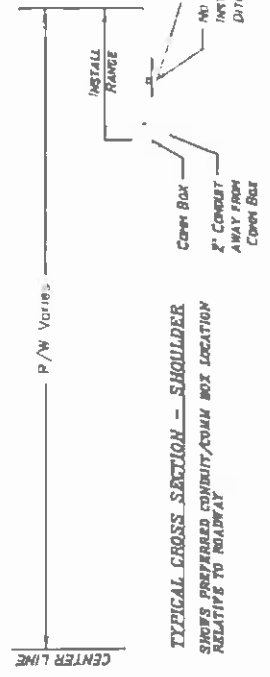
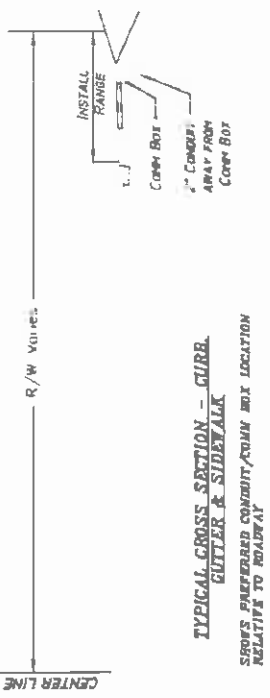


TABLE A

CONDUIT SIZE (INCH)	MINIMUM SPAN (FEET)
1/2"	10'
3/4"	12'
1"	15'
1 1/4"	20'
1 1/2"	25'
2"	30'

PATHWAY TYPICAL SECTIONS AND DETAILS

SPAN WIRE DETAIL

SEE COMMUNICATIONS CONDUIT - STANDARD INSTALLATION - PROFILE FOR PROJECT DEPTHS

DATE: 10/15/2010  
 BY: [Signature]  
 CHK'D BY: [Signature]  
 APP'D BY: [Signature]

DATE: 10/15/2010  
 BY: [Signature]  
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