

**KENTUCKY
DEPARTMENT OF HOUSING,
BUILDINGS & CONSTRUCTION**



Keith Simpson

ME24628
CE20202

EXPIRATION DATE - 03/31/2027

KENTUCKY LICENSE



LEXINGTON

**Division of Revenue
200 East Main Street
Lexington, KY 40507**

Customer ID: 13229900

Location No: 1

Date: December 12, 2025

BUSINESS OCCUPATIONAL LICENSE

Is issued for the period:

2025

ISSUED
DEC 12 2025
LFUCG

**ELLIOT, DAVIS H CO INC
673 BLUE SKY PKWY
LEXINGTON KY 40509**

This license is issued pursuant to Section 13-5 and 13-9, of the Code of Ordinance, Lexington-Fayette Urban County Government (the "Code") and shall not be taken as permission to do business in Fayette County without also having complied with all other requirements of the Code and other local ordinances and regulations. **This license is not transferable, and must be renewed annually with Form 228, Net Profits License Fee Return, due April 15th or the 15th day of the 4th month following the close of the licensee's fiscal year.**

Search...



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LEXIN

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Government

Jobs and Contracts

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LexServ

Lexington, Kentucky 40507

Licensing and Records

Your current account information is shown below. Click an Edit button to update information within a section.

Traffic updates

(859) 495-2255

Recreation

Trash & Recycling

Public Safety

Contact

Account Type

Utilities and Streets

Licensed Professional Account

Login

Contact Name: DAVID H HASKINS

License Type: General Contractor

Business Name: DAVIS H ELLIOT CONSTRUCTION CO INC

State License Number: 15116

Business Name 2: Issued

Issued: 06/25/2016

Business License #:

Expires: 12/31/2026

Address Line 1: 673 BLUE SKY PKWY

Insured Max:

Address Line 2: 673 BLUE SKY PKWY

Contractor's License #:

Address Line 3:

Contractor's Business Name:

Status: Approved

City: LEXINGTON

Home Phone: 8592635148

State: KY

Mobile Phone: 8592635148

Zip: 40509

Fax:

Country:

Edit

Licens

You may a agency be

Showing

State Lic

15116

Contact Information

Add a Contact

Showing 1-1 of 1 | Download results

Action	First Name	Middle Name	Last Name	Business Name	FEIN	Contact Type	Status
Actions ▼	Esther		Efraimovich	DAVIS H. ELLIOT CONSTRUCTION COMPANY INC		Responsible Party	Approved

Trust Account Information

Showing 0-0 of 0

Account ID	Agency	Balance	Description	Status	Ledger Account
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No records found.

Delegates

Add a Delegate

People who can access my account

None



Adam E. Duncan

is hereby certified as a

IMSA Traffic Signal Construction Technician II - Renewal

by completing all requirements and examination for certification

on 9/2/2025

Valid thru 9/2/2028

Certification #BC_129484

Heidi Cramb
Heidi Cramb - Executive Director



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: February 2, 2026

INVITATION TO BID #15-2026 Fiber Optic Cable Install & Repair

Bid Opening Date: February 17, 2026 **Bid Opening Time:** 2:00 PM
Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>
Type of Bid: Price Contract

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

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **02/17/2026**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

****No bonds are requested for this bid. However, a P&P bond shall be provided for any purchase orders over \$50,000.00****

Check One:		Proposed Delivery:
<input checked="" type="checkbox"/> Bid Specifications Met	<input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<u>1</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

To expedite award, the forms in this document should be completed and uploaded with your bid.

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:


Signature of Authorized Company Representative – Title

Julia E. Bellendir, Vice President

Representative's Name (Typed or printed)

859-263-5148 x 2123

859-263-5486

Area Code - Phone – Extension

Fax #

jbellendir@dhec.com

E-Mail Address

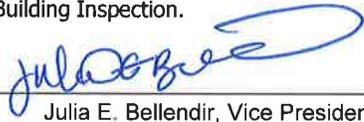
The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Julia E. Bellendir, Vice President, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Julia E. Bellendir 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 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.
8. Bidder will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Bidder will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of the Code of Ordinances. Bidder will maintain a "current" status with regard to all contractor registration requirements during the life of the contract and will ensure that all subcontractors maintain a "current" status with regard to all contractor registration requirements during the life of the contract. Bidder has authorized the Division of Procurement to verify the registration of Bidder and Bidder's subcontractors with the Division of Building Inspection.

Further, Affiant sayeth naught.


Julia E. Bellendir, Vice President

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Julia E. Bellendir, Vice President on this the 17th day of February, 2026.

My Commission expires: 11/12/2029




NOTARY PUBLIC, STATE AT LARGE Stephanie Lee Allen

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

D. COOPERATIVE CONTRACT

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 government entities 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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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, all parts to one vendor or all parts to multiple vendors.
- 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 Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.
- 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 contractor is required to comply to the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

- 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of

Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 365 days of the Procurement Contract. After 365 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. See bid specifications.
- 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.
- E. 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.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

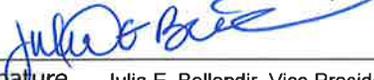
The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (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.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.



Signature Julia E. Bellendir, 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. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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. Price Discrepancy: When applicable, 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.
19. 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature Julia E. Bellendir, Vice President

2/17/2026

Date



LEXINGTON

Lexington-Fayette Urban County Government
Division of Traffic Engineering
Bid #15-2026 Fiber Optic Cable Install & Repair

The Lexington-Fayette Urban County Government, Department of Environmental Quality & Public Works, Division of Traffic Engineering, requests bids for 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.
- Cannot subcontract any work without prior approval from LFUCG Traffic Engineering.
- Always have a certified fiber-optic cable installer on site 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 equal to any single fiber project costs exceeding \$50,000.
- Comply with Division of Engineering requirements for roadway cuts, trenching, sidewalk work and restoration.
- Obtain Lane Closure Permits from Traffic Engineering as needed for work within the public right-of-way.

Enforcement Codes and Standards:

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
- BICSI G1: OSP
- BICSI G2.1-22/G2.2-22: Aerial Specifications

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).
- Site Restoration: Contractor shall be responsible for final grading, compacting, and dressing of all disturbed areas. The contractor shall restore the site to its original condition prior to work commencement, including smoothing, leveling, compacting, seeding, and applying straw over all disturbed soil areas. All restoration work shall be completed to the satisfaction of the owner **prior to final payment**.
- 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.
- The Contractor shall warranty all parts and labor for a period of ninety (90) days following receipt of final payment. During this period, the Contractor shall, at no additional cost to the Owner, repair or replace any defective workmanship or materials.

Technical Assistance:

If requested by the contractor/developer or required due to unsafe conditions or need for IMSA Level II oversight, the LFUCG shall provide technical assistance for \$100 per call-out plus \$40 per hour after two hours.

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)
- Mobile environmentally controlled splicing enclosure (Example: Splice Trailer)

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 Sidewalk 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
- Detectable Pull String

Bid Activities

Contractor should give price quotes for the following items.

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

- Provide and install wood pole

02. Wood Pole, 45-foot, Class 4:

- Provide and install wood pole

03. 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.
- 1/4" Galvanized messenger cable and 1/4 -inch 5150 strandvises shall be used.
- Must be BICSI G2.1-22/G2.2-22: Aerial Specifications compliant

04. 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.
- 1/4" Galvanized messenger cable and 1/4 -inch 5150 strandvises shall be used.
- Must be BICSI G2.1-22/G2.2-22: Aerial Specifications compliant

05. Span Wire (Messenger Cable):

- Contractor shall provide and install all materials
- 1/4-inch messenger cable
- Including all Pole line hardware, 5/8" bolts, 3 hole clamps, 5150 strandvises, 5000 strandlinks, D-Clamps (PPC 26-09010 or equiv.) and ground clamps (Allied 2125 or equiv.)
- Must be BICSI G2.1-22/G2.2-22: Aerial Specifications compliant.
- Ground Clamps at every pole with a ground wire.
- 6 Ga. Bare Copper ground wire only

06. Conduit, Above Ground, Rigid Steel 2 inch

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

07. 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 by contractor preference, permit requirements and/or as specific site conditions require.
- Contractor shall supply and install detectable pull tape in every underground conduit and have continuity end to end. The contractor shall provide and install weatherproof UR connectors to splice detectable wire as needed and splice pull tapes to allow no strain on wire splice while retaining tape pulling strength. Stack must be left at access points so locators can attach to detectable wire.

08. 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.

09. 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.

10. 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
- Corning Standard Recommended Procedure Guides shall be followed, particularly SRP 005-010 & 011.

11. Fiber Optic Cable:

- Contractor shall provide and install, 72-count, Loose Tube Type, Single Mode, Fiber Optic Cable. Mfg. Corning Altos #72-EU4-T4701D20 (No Substitutes)
- 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.
- Corning Standard Recommended Procedure Guides shall be followed, particularly SRP 005-010 & 011.
- All cable jacket footage numbers in and out of slack locations and at splice points shall be recorded and sent to LFUCG

12. 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, splice charts and splice cases, as needed
- Contractor shall provide 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 splice basis. LFUCG will warranty a 6 splice minimum per project.
- Contractor will be required to test fiber from points of termination to verify connections, when possible. Record and submit results to LFUCG Traffic Engineering OSP Network Supervisor for review.

13. 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.
- 1/2” galvanized Bolts, Square Washers and Nuts
- 3 bolt straight or curved suspension clamps, depending on location needs. Equivalent to Joslyn MSI H-J25088.1 and MSI H-J7901

14. 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 from designated splice point or junction box into the controller cabinet
- 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
- Incidental to this item will be lashing the inner-duct to the messenger cable and tapping up to two (2) steel strain poles

15. 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.

16. 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).
17. 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)
18. One Extra Conduit Underground/Under Roadway
- Contractor shall provide all materials and equipment.
 - Parallel conduit meeting all conduit specifications except for Color.
 - Intent is for this to be a spare conduit laid in the same trench or pulled through the same bore hole.
 - Installation method shall be determined by contractor preference, permit requirements and/or as specific site conditions require.
 - Pay unit for this item is per linear foot (FT)
19. Two Extra Conduits Underground/Under Roadway
- Contractor shall provide all materials and equipment.
 - Parallel conduits meeting all conduit specifications except for Color.
 - Intent is for this to be spare conduits laid in the same trench or pulled through the same bore hole.
 - Installation method shall be determined by contractor preference, permit requirements and/or as specific site conditions require.
 - Pay unit for this item is per linear foot (FT)
20. Pole Transfer on a Steel Pole
- Contractor shall provide all materials and equipment.
 - Installation method shall be determined by contractor preference, permit requirements and/or as specific site conditions require.
 - LFUCG will supply the parts to complete if new hardware is needed to complete transfer
 - Pay unit for each transfer (EA)
21. Pole Transfer on a Wooden Pole
- Contractor shall provide all materials and equipment.
 - Installation method shall be determined by contractor preference, permit requirements and/or as specific site conditions require.
 - LFUCG will supply the parts to complete if new hardware in needed to complete transfer
 - Pay unit for each transfer (EA)

22. Install Traffic Observation Camera
- Contractor shall provide all equipment and tools to install and route Ethernet cable to connection point within 100 Meters.
 - LFUCG will provide assemble and configure camera.
 - LFUCG will provide mount, pre-connectorized Ethernet cable and POE.
 - Cameras to be installed, positioned and connected per LFUCG's instructions.
23. Install wireless units and remote antennas for cellular modems
- Contractor shall provide all equipment and tools to install and route cable to connection points within 100 Meters.
 - LFUCG shall provide and configure units as required.
 - LFUCG shall provide mount, pre-connectorized cables, POE's or power supplies.
 - Units to be installed, positioned and connected per LFUCG's instructions.
24. Supply and Install Communications cabinet
- Cabinet shall be Atelix SKU: 242416VFA1C-20A-R6U with SKU: NMHS-600-16 pole mount or LFUCG Traffic Engineering preapproved equivalent.
 - Include all labor, permits and materials to adapt existing service to add isolated power and disconnect via 20a breaker in shared box with other main breakers at power meter or separate disconnect using same service.
 - Cabinet to be installed, positioned and connected per LFUCG's directions for optimal access and protection from vandalism and accidents.
 - This item is for mounting cabinet on existing pole close to existing electrical service/Power Meter.
25. Supply and Install Fiber Splice Case
- Splice case shall be Multilink Starfighter 4048-D with aerial hangers and 3 splice trays model 4048-B-3-A-6-1 or LFUCG Traffic approved equivalent.
 - Include all labor to prep case with up to 6 fiber optic cables ranging from 6 to 72 strand.
 - Include prep work for mid span access splice or butt splices.
 - Include laying up aerial case or storing in handhole or vault.
 - Typical case will have two 72 strands and one 6 strand Or one continuous 72 strand with a midspan access and one 6 strand.
26. Add fiber to existing splice case
- Include all labor to add a new fiber optic cable (typically armored 6 strand or 72 strand gel free Loose Tube Altos) to an existing 4048D Multilink case and prep for splicing.
 - Price per cable- This should also work for LFUCG supplied case.
 - Include all labor to return/mount case to existing permanent location.
 - Include prep work for mid span access splice or butt splices per splicing information provided by LFUCG.
27. Provide and Install Plywood
- Plywood shall be up to 4' x 8', 3/4" thick, fire-retardant and AC grade
 - Include all necessary fasteners to attach to plastered or drywalled metal or wood studs, brick, stone or concrete walls

- Indoor environment.
- Maximum size will be 4' x 8' per unit installed

28. Provide and Install SPH w/Panel

- Supply one Corning SPH-01p, 1-Corning CCH-CP06-A9, 1- Duplex SM LC/LC UPC 1 Meter Jumper (to make 4 pigtails), 1-Din Rail kit
- Provide all labor to assemble parts and prepare for pigtail termination.
- Mount to Din rail, wall or rack as requested by LFUCG.

29 thru 35. Provide and Install

- Supply all material and hardware necessary to install these components in existing Racks, traffic cabinets or on walls per plan requirements.
- Prep for splicing

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.

YOU CAN USE THE BELOW TABLE FOR INFORMATIONAL PURPOSES, BUT PLEASE ENTER YOUR PRICING INFORMATION UNDER THE LINE ITEMS TAB IN IONWAVE.

Bid # 15-2026 Fiber Optic Cable Installation & Repair					
Item #	Item Description	Unit	Bid per Unit	Estimated Work	Total
	Standard Installation and Repairs		A	B	= A X B
1	Wood Pole, 35-foot, Class 4	EA	\$1,800.00	4	\$7,200.00
2	Wood Pole, 45-foot, Class 4	EA	\$1,850.00	4	\$7,400.00
3	Down Guy (Standard)	EA	\$1,000.00	6	\$6,000.00
4	Down Guy (Sidewalk)	EA	\$1,400.00	3	\$4,200.00
5	Span Wire (Messenger Cable)	FT	\$4.00	12,500	\$50,000.00
6	Conduit, Above Ground, Rigid Steel, 2-inch	FT	\$29.00	400	\$11,600.00
7	Conduit, Underground, Non-Traffic Bearing Surface, 2-inch	FT	\$11.45	12,000	\$137,400.00
8	Conduit, Under Roadway or Commercial Driveway, 2-inch	FT	\$30.00	400	\$12,000.00
9	Traffic Bearing Junction Box w/Lid	EA	\$2,500.00	20	\$50,000.00

10	Install Fiber-Optic Cable	FT	\$2.00	13,000	\$26,000.00
11	Fiber Optic Cable	FT	\$3.60	13,000	\$46,800.00
12	Fusion Splicing of fiber-optic cable (Aerial or Underground installation)	EA	\$10.50	6	\$63.00
13	Pole Attachment	EA	\$315.00	20	\$6,300.00
14	Drop to Cabinet (Pathway)	EA	\$1,450.00	16	\$23,200.00
15	Demolish Existing Cable	EA	\$680.00	4	\$2,720.00
16	Rock Removal (trench)	CY	\$85.00	10	\$850.00
17	Solid Rock Bore	FT	\$125.00	40	\$5,000.00
18	One Extra Conduit Underground/Under Roadway	FT	\$4.50	8,000	\$36,000.00
19	Two Extra Conduits Underground/Under Roadway	FT	\$8.00	2,000	\$16,000.00
20	Pole Transfer – Steel Pole	EA	\$340.00	10	\$3,400.00
21	Pole Transfer – Wooden Pole	EA	\$340.00	10	\$3,400.00
22	Install Traffic Observation Camera	EA	\$820.00	15	\$12,300.00
23	Install Wireless Units & remote antennas for cellular modems	EA	\$820.00	10	\$8,200.00
24	Supply & Install Communications cabinet	EA	\$2,950.00	6	\$17,700.00
25	Supply & Install Fiber Splice Case	EA	\$972.00	12	\$11,664.00
26	Add Fiber to existing splice case	EA	\$112.00	12	\$1,344.00
27	Provide and Install Plywood	EA	\$260.00	3	\$780.00
28	Provide and Install SPH w/Panel	EA	\$290.00	20	\$5,800.00
29	Provide and Install CCH-01U	EA	\$335.00	1	\$335.00
30	Provide and Install CCH-02U	EA	\$425.00	1	\$425.00
31	Provide and Install CCH-03U	EA	\$455.00	1	\$455.00
32	Provide and Install WCH-02P	EA	\$225.00	1	\$225.00
33	Provide and Install WCH-04P	EA	\$335.00	1	\$335.00
34	Provide and Install WCH-06P	EA	\$445.00	1	\$445.00
35	CORNING-C CCH-CS12-A9-P00RE	EA	\$455.00	12	\$5,460.00
36	CORNING-C CCH-CS24-A9-P00RE	EA	\$795.00	6	\$4,770.00
	TOTAL				\$525,771.00

There is no guarantee of amount of work to be awarded over the course of the contract.

**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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00470806



January 2, 2026

Evidence of Authority to Sign – Davis H. Elliot Construction Company, Inc.

This letter serves to certify that the individuals listed below are officers of 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 the Company.

David S. Haskins, Chief Executive Officer
Brian T. Briley, President
Brian L. Sarrett, Senior Vice President
Reather Keith Simpson, Senior Vice President
Tyler S. Haskins, Senior Vice President
Scott A. Navis, Vice President - Chief Financial Officer, Secretary and Treasurer
Kenneth D. Keener Jr., Vice President - Operations Services
Robert M. Scott, Vice President – Financial Services
Donald R. Adkins, Vice President – Safety and Training
Robert W. Fronk, Jr., Vice President - Information Technology
John C. Haskins, Vice President – Region Director
Jacob W. Green, Vice President
Jeffrey R. Zellen, Vice President
Julia E. Bellendir, Vice President
James R. Kemper, Vice President

Sincerely,

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

Scott A. Navis

Vice President - Chief Financial Officer, Secretary and Treasurer