



# LEXINGTON

## **Bid 138-2024 Addendum 1**

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

### **Supplier Response**

#### **Event Information**

Number: Bid 138-2024 Addendum 1  
Title: Traffic Signal Maintenance  
Type: Competitive Bid  
Issue Date: 9/12/2024  
Deadline: 10/16/2024 02:00 PM (ET)  
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION.

PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY.  
PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND  
MAY MAKE YOUR BID NON-RESPONSIVE.

ALL BID DOCUMENTS MUST BE COMPLETED!

YOU MUST CLICK YES ON THE ATTRIBUTES TAB ONCE YOU  
HAVE COMPLETED AND UPLOADED YOUR BID PACKAGE.

#### **Contact Information**

Contact: Jessica Allinder  
Address: Procurement  
Government Center Building  
200 East Main Street  
Lexington, KY 40507  
Email: [jallinder@lexingtonky.gov](mailto:jallinder@lexingtonky.gov)

# Davis H. Elliot Construction Company, Inc Information

Contact: Stephanie Allen  
Address: 673 Blue Sky Parkway  
Lexington, KY 40509  
Phone: (859) 263-5148 x2101  
Email: sallen@dhec.com  
Web Address: www.dhec.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Reather Keith Simpson

Signature

sallen@dhec.com

Email

Submitted at 10/16/2024 08:38:07 AM (ET)

## Response Attachments

### Bid Form - LFUCG final - Submit - Davis H. Elliot Construction Company, Inc.xlsx

Bid Form - LFUCG final - Submit - Davis H. Elliot Construction Company, Inc

### Bid Package 138-2024 - Submit - Davis H. Elliot Construction Company, Inc.pdf

Bid Package 138-2024 - Submit - Davis H. Elliot Construction Company, Inc

## Bid Attributes

### 1 Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

YES

## Bid Lines

### 1 Electrician

Quantity:   1   UOM: Hourly Rate Unit Price:  Total:

### 2 Laborer

Quantity:   1   UOM: Hourly Rate Unit Price:  Total:

### 3 Equipment Operator

Quantity:   1   UOM: Hourly Rate Unit Price:  Total:

### 4 Equipment - General

Quantity:   1   UOM: Hourly Rate **No Bid**

### 5 Service Vehicle

Quantity:   1   UOM: Hourly Rate Unit Price:  Total:

6	30' Bucket Truck	Quantity: <u>  1  </u> UOM: <u>Hourly Rate</u>	Unit Price: <input type="text" value="\$42.00"/>	Total: <input type="text" value="\$42.00"/>
7	50' Bucket Truck	Quantity: <u>  1  </u> UOM: <u>Hourly Rate</u>	Unit Price: <input type="text" value="\$42.00"/>	Total: <input type="text" value="\$42.00"/>
8	Skid Steer Loader	Quantity: <u>  1  </u> UOM: <u>Hourly Rate</u>	Unit Price: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
9	Flatbed Truck	Quantity: <u>  1  </u> UOM: <u>Hourly Rate</u>	Unit Price: <input type="text" value="\$42.00"/>	Total: <input type="text" value="\$42.00"/>
10	Air Compressor	Quantity: <u>  1  </u> UOM: <u>Hourly Rate</u>	Unit Price: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
11	Aerial Lift Device	Quantity: <u>  1  </u> UOM: <u>Hourly Rate</u>	Unit Price: <input type="text" value="\$42.00"/>	Total: <input type="text" value="\$42.00"/>
12	1 ½ Ton Line Truck	Quantity: <u>  1  </u> UOM: <u>Hourly Rate</u>	Unit Price: <input type="text" value="\$42.00"/>	Total: <input type="text" value="\$42.00"/>
13	Furnish and Install Rigid Steel Conduit - ½ Inch to 1 Inch Rigid Steel	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$15.68"/>	Total: <input type="text" value="\$15.68"/>
14	Furnish and Install Rigid Steel Conduit - 1 ¼" Inch Rigid Steel	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$17.56"/>	Total: <input type="text" value="\$17.56"/>
15	Furnish and Install Rigid Steel Conduit- 2 Inch Rigid Steel	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$19.76"/>	Total: <input type="text" value="\$19.76"/>
16	Furnish and Install Rigid Steel Conduit - 2 ½ Inch to 4 Inch Rigid Steel	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$35.56"/>	Total: <input type="text" value="\$35.56"/>
17	Furnish and Install PVC Conduit - ½ Inch to 1 Inch PVC	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$13.13"/>	Total: <input type="text" value="\$13.13"/>
18	Furnish and Install PVC Conduit - 1 ¼" Inch PVC	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$13.63"/>	Total: <input type="text" value="\$13.63"/>
19	Furnish and Install PVC Conduit - 2" Inch PVC	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$14.62"/>	Total: <input type="text" value="\$14.62"/>
20	Furnish and Install PVC Conduit - 2 ½ Inch to 4 Inch PVC	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$19.17"/>	Total: <input type="text" value="\$19.17"/>
21	Furnish and Install HDPE Conduit - ½ Inch to 1 Inch	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$12.39"/>	Total: <input type="text" value="\$12.39"/>

2 2	Furnish and Install HDPE Conduit - 1 ¼" Inch Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$12.52"/> Total: <input type="text" value="\$12.52"/>
2 3	Furnish and Install HDPE Conduit - 2" Inch Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$13.08"/> Total: <input type="text" value="\$13.08"/>
2 4	Furnish and Install HDPE Conduit - 2 ½ Inch to 4 Inch Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$16.00"/> Total: <input type="text" value="\$16.00"/>
2 5	Furnish and Install Conduit - ¾ Inch to 2 Inch Flex Wire or Cable - General Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$9.45"/> Total: <input type="text" value="\$9.45"/>
2 6	Wire - # 4 or Smaller (Does Not Include Loop Wire) Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$0.75"/> Total: <input type="text" value="\$0.75"/>
2 7	Wire - # 2 or Larger Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$0.75"/> Total: <input type="text" value="\$0.75"/>
2 8	Wire - Loop Wire (IMSA 51-7) Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$0.35"/> Total: <input type="text" value="\$0.35"/>
2 9	Cable - Signal Cables 2C, 3c, 5c, and 7c, 16c (IMSA 19-1, or IMSA 20-1) Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$1.15"/> Total: <input type="text" value="\$1.15"/>
3 0	Loop Lead-In Cable (IMSA 19-2) (LF) Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$1.15"/> Total: <input type="text" value="\$1.15"/>
3 1	Cable - Multi-Conductor Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$1.15"/> Total: <input type="text" value="\$1.15"/>
3 2	Provide and Install Span Wire - 10,800 LB/15,400 LB or Similar Quantity: <u>  1  </u> UOM: <u>  LF  </u> Unit Price: <input type="text" value="\$7.33"/> Total: <input type="text" value="\$7.33"/>
3 3	Cabinet - Model 332 Base-Mounted - Install Only Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$900.00"/> Total: <input type="text" value="\$900.00"/>
3 4	Cabinet - Model 336 Pole-Mounted - Install Only Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$900.00"/> Total: <input type="text" value="\$900.00"/>
3 5	Cabinet - Lighting Cabinet- Base/Pole Mounted - Install Only Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$600.00"/> Total: <input type="text" value="\$600.00"/>
3 6	Enclosure - Other Enclosure - Install Only Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$900.00"/> Total: <input type="text" value="\$900.00"/>
3 7	Provide & install 35-foot, Class 4 wood pole Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$1,515.00"/> Total: <input type="text" value="\$1,515.00"/>

38	Provide & install 45-foot, Class 4 wood pole	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,620.00"/>	Total: <input type="text" value="\$1,620.00"/>
39	Provide and Install Steel Strain Pole - Steel - Up to 45' Pole	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$8,660.00"/>	Total: <input type="text" value="\$8,660.00"/>
40	Install Steel Strain Pole provided by LFUCG	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$8,660.00"/>	Total: <input type="text" value="\$8,660.00"/>
41	Provide and Install Strain Pole - Steel - 46 Feet to 120 Feet	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$11,050.00"/>	Total: <input type="text" value="\$11,050.00"/>
42	Provide and Install Mast Arm Pole	Quantity: <u>  1  </u> UOM: <u>EA</u>		<b>No Bid</b>
43	Provide and Install Anchor Bolts	Quantity: <u>  1  </u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$175.00"/>	Total: <input type="text" value="\$175.00"/>
44	Install Standard Down Guy	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,275.00"/>	Total: <input type="text" value="\$1,275.00"/>
45	Install Sidewalk Down Guy	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,400.00"/>	Total: <input type="text" value="\$1,400.00"/>
46	Furnish and Install Base - Steel Pole from 46 Feet to 120 Feet	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,200.00"/>	Total: <input type="text" value="\$1,200.00"/>
47	Furnish and Install Base - Steel Pole Up to 45 Feet	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,015.00"/>	Total: <input type="text" value="\$1,015.00"/>
48	Furnish and Install Base - Mast Arm	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,015.00"/>	Total: <input type="text" value="\$1,015.00"/>
49	Furnish and Install Base-Luminaire - 6' Deep specified for a luminaire pole.	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,315.00"/>	Total: <input type="text" value="\$1,315.00"/>
50	Furnish and Install Base - Pedestrian Pedestal - 24"x24"x48"	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,015.00"/>	Total: <input type="text" value="\$1,015.00"/>
51	Furnish and Install Pad - Cabinet, Enclosure or Tower	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$835.00"/>	Total: <input type="text" value="\$835.00"/>
52	Furnish and Concrete	Quantity: <u>  1  </u> UOM: <u>CY</u>	Unit Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
53	Install Traffic Signal	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$300.00"/>	Total: <input type="text" value="\$300.00"/>

54	Install Pole Mount Pedestrian Signal, with or without pedestrian push buttons	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$255.00"/>	Total: <input type="text" value="\$255.00"/>
55	Install Pedestal Mount Pedestrian Signal, 1-way, with or without pedestrian push buttons (EACH)	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$255.00"/>	Total: <input type="text" value="\$255.00"/>
56	Install Pedestal Mount Pedestrian Signal, 2-way, with or without pedestrian push buttons	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$510.00"/>	Total: <input type="text" value="\$510.00"/>
57	Install Accessible pedestrian push-button	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$120.00"/>	Total: <input type="text" value="\$120.00"/>
58	Electrical service	Quantity: <u>  1  </u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$1,600.00"/>	Total: <input type="text" value="\$1,600.00"/>
59	Furnish and Install Lighting Electrical Service (120/240 Volt)	Quantity: <u>  1  </u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$3,000.00"/>	Total: <input type="text" value="\$3,000.00"/>
60	Signal- Ground Rod	Quantity: <u>  1  </u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$60.00"/>	Total: <input type="text" value="\$60.00"/>
61	Lighting Conventional Ground Rod	Quantity: <u>  1  </u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$60.00"/>	Total: <input type="text" value="\$60.00"/>
62	Transfer Switch	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,262.50"/>	Total: <input type="text" value="\$1,262.50"/>
63	Furnish and Install Junction Box Type B	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,230.00"/>	Total: <input type="text" value="\$1,230.00"/>
64	Furnish and Install Junction Box Type A	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,560.00"/>	Total: <input type="text" value="\$1,560.00"/>
65	Furnish and Install Junction Box Type C	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,385.00"/>	Total: <input type="text" value="\$2,385.00"/>
66	Loop Saw and Slot Fill	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$10.00"/>
67	Trenching and backfilling	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$5.00"/>
68	2" RS Roadway Conduit Crossing Roadway	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$125.00"/>	Total: <input type="text" value="\$125.00"/>
69	3" to 4" RS Roadway Conduit Crossing Roadway	Quantity: <u>  1  </u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$125.00"/>	Total: <input type="text" value="\$125.00"/>

70	2" RS Directional Boring Directional boring	Quantity: <u>  1  </u> UOM: <u>  LF  </u>	Unit Price: <input type="text" value="\$60.00"/>	Total: <input type="text" value="\$60.00"/>
71	3" to 4" RS Directional Boring	Quantity: <u>  1  </u> UOM: <u>  LF  </u>	Unit Price: <input type="text" value="\$60.00"/>	Total: <input type="text" value="\$60.00"/>
72	Rock Removal (Trench)	Quantity: <u>  1  </u> UOM: <u>  CY  </u>	Unit Price: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$25.00"/>
73	Solid Rock Bore	Quantity: <u>  1  </u> UOM: <u>  LF  </u>	Unit Price: <input type="text" value="\$50.00"/>	Total: <input type="text" value="\$50.00"/>
74	Install Above Ground Sensor (EACH) -Radar, Camera, etc.	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$575.00"/>	Total: <input type="text" value="\$575.00"/>
75	The radio/wireless router/telephone modem/above ground sensor	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$575.00"/>	Total: <input type="text" value="\$575.00"/>
76	Install Sensor In-Pavement	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$675.00"/>	Total: <input type="text" value="\$675.00"/>
77	Remove Sensor	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$675.00"/>	Total: <input type="text" value="\$675.00"/>
78	Install Sign	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$300.00"/>	Total: <input type="text" value="\$300.00"/>
79	Install LED module	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$50.00"/>	Total: <input type="text" value="\$50.00"/>
80	Install LED Pedestrian Signal Module	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$50.00"/>	Total: <input type="text" value="\$50.00"/>
81	Install Luminaire - Cobra-Head or Offset	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$180.00"/>	Total: <input type="text" value="\$180.00"/>
82	Install Luminaire - High Mast	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$300.00"/>	Total: <input type="text" value="\$300.00"/>
83	Install Luminaire - Wall or Ceiling Mounted	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$300.00"/>	Total: <input type="text" value="\$300.00"/>
84	Provide and Install Luminaire arm	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$180.00"/>	Total: <input type="text" value="\$180.00"/>
85	Install Fused connector	Quantity: <u>  1  </u> UOM: <u>  EA  </u>	Unit Price: <input type="text" value="\$60.00"/>	Total: <input type="text" value="\$60.00"/>

86	Replacement of Luminaire Bulb	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$12.00"/>	Total: <input type="text" value="\$12.00"/>
87	Furnish and Install Sod	Quantity: <u>  1  </u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$25.00"/>
88	Furnish and Install AC or Solar School Flasher	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$7,500.00"/>	Total: <input type="text" value="\$7,500.00"/>
89	Install LFUCG provided AC or Solar School Flasher	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$7,500.00"/>	Total: <input type="text" value="\$7,500.00"/>
90	Furnish and Install AC or Solar Blinker Sign	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$7,500.00"/>	Total: <input type="text" value="\$7,500.00"/>
91	Relocate Solar Blinker Sign or Relocate RRFB Pedestal	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$7,500.00"/>	Total: <input type="text" value="\$7,500.00"/>
92	2" HDPE conduits (LF) - On-Call	Quantity: <u>  1  </u> UOM: <u>LF</u>		<b>No Bid</b>
93	Install complete 5-Phase to 8-Phase Signalized Intersection and make all wiring connections and terminations (Installation Using Strain Poles)	Quantity: <u>  1  </u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$68,325.00"/>	Total: <input type="text" value="\$68,325.00"/>
94	Install complete 5-Phase to 8-Phase Signalized Intersection and make all wiring connections and terminations (Installation Using Wood Poles)	Quantity: <u>  1  </u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$50,040.00"/>	Total: <input type="text" value="\$50,040.00"/>
95	Install complete Flasher Signalized Intersection and make all wiring connections and terminations (Installation using wood poles)	Quantity: <u>  1  </u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$26,255.00"/>	Total: <input type="text" value="\$26,255.00"/>
96	Install complete 5-Phase to 8-Phase Signalized Intersection and make all wiring connections and terminations (Installation Using Mast Arm Strain Poles)	Quantity: <u>  1  </u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$92,670.00"/>	Total: <input type="text" value="\$92,670.00"/>
97	Install complete 8-Phase Signalized Intersection and make all wiring connections and terminations (Installation Using Double Mast Arm Strain Poles). (LS)	Quantity: <u>  1  </u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$79,130.00"/>	Total: <input type="text" value="\$79,130.00"/>
98	Provide and Install Mast Arm Strain Pole (see specifications)	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$9,375.00"/>	Total: <input type="text" value="\$9,375.00"/>
99	Provide and Install Double Mast Arm Strain Pole (see specifications)	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$10,170.00"/>	Total: <input type="text" value="\$10,170.00"/>



1 0 0	Demolish 5 to 8-phase signalized intersection	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Unit Price: <input type="text" value="\$10,965.00"/>	Total: <input type="text" value="\$10,965.00"/>
1 0 1	On-Call	Quantity: <u>  1  </u> UOM: <u>  HR  </u>	Unit Price: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$10.00"/>
1 0 2	On-Call First Response with Service Vehicle	Quantity: <u>  1  </u> UOM: <u>  HR  </u>	Unit Price: <input type="text" value="\$140.25"/>	Total: <input type="text" value="\$140.25"/>
1 0 3	On-Call First Response with Bucket Truck	Quantity: <u>  1  </u> UOM: <u>  HR  </u>	Unit Price: <input type="text" value="\$140.25"/>	Total: <input type="text" value="\$140.25"/>
1 0 4	Furnish and Install 1 1/4" Rigid Steel Directional Boring (LF)	Quantity: <u>  1  </u> UOM: <u>  LF  </u>	Unit Price: <input type="text" value="\$55.00"/>	Total: <input type="text" value="\$55.00"/>
1 0 5	Furnish and Install 1 1/4" HDPE Directional Boring	Quantity: <u>  1  </u> UOM: <u>  LF  </u>	Unit Price: <input type="text" value="\$55.00"/>	Total: <input type="text" value="\$55.00"/>

**Response Total: \$439,417.18**



**ADDENDUM #1**

Bid Number: #138-2024

Date: September 26, 2024

Subject: Traffic Signal Maintenance

Address Inquiries to:  
Jessica Allinder  
jallinder@lexingtonky.gov

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Yearly estimated quantities were requested. Please note these are for bidding purposes only and quantities are not guaranteed.

Todd Slatin, Director  
Division of Procurement

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

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

ADDRESS: 673 Blue Sky Parkway, Lexington, Ky 40509

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





**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: September 12, 2024

## INVITATION TO BID # 138-2024 Traffic Signal Maintenance

**Bid Opening Date:** October 3, 2024

**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 **10/03/2024**. 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

<p style="text-align: center;"><b>Check One:</b></p> <p><input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p><b>Proposed Delivery:</b> Immediately days after <sup>upon receipt of work order</sup> acceptance of bid.</p>
<p><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? _____ Yes <input checked="" type="checkbox"/> No</p>	

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*

Reather Keith Simpson, Sr. Vice President  
*Representative's Name (Typed or printed)*

859-263-5148 Ext: 2120                      859-263-5486  
*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, Reather Keith Simpson, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Reather Keith Simpson and he/she is the individual submitting the bid or is the authorized representative of Davis H. Elliot Construction Company, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of 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.   
Reather Keith Simpson, Sr. Vice President

**STATE OF** Kentucky

**COUNTY OF** Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Reather Keith Simpson, Sr. Vice President on this the 16th day of October, 2024.

My Commission expires: 11/12/2025

  
NOTARY PUBLIC, STATE AT LARGE, Stephanie Lee Allen, Notary Public



**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 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, 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 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 2 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 90 days of the Procurement Contract. After 90 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 quarter. 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

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### Standard Title VI Assurance

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

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

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

### Bidders

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

  
Signature Reather Keith Simpson, Sr. 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 Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) 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 Reather Keith Simpson, Sr. Vice President

10/16/2024

Date

**WORKFORCE ANALYSIS FORM**

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

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	54	48	2	1		1						2				52	2
Professionals	96	74	17	3						1			1		78	18	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	106	33	57	2	3	3	4					1	1	2	39	67	
Skilled Craft	2541	2252	16	73		28		1		2		102	2	64	1	2522	19
Service/Maintenance	196	93	5	53		2				1				41	1	190	6
<b>Total:</b>	<b>2993</b>	<b>2500</b>	<b>97</b>	<b>132</b>	<b>3</b>	<b>34</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>104</b>	<b>3</b>	<b>107</b>	<b>4</b>	<b>2881</b>	<b>112</b>

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

Date: 10 / 16 / 2024

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

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

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

## **Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS**

### **A. GENERAL**

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

### **B. PROCEDURES**

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

### **C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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



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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

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

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

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

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

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

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

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

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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

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



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** INVITATION TO BID # 138-2024 Traffic Signal Maintenance

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None anticipated. Please see attached for our Subcontractor and Supplier Diversity and Inclusion Policy.				
2.				
3.				
4.				

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

Davis H. Elliot Construction Company, Inc.

**Company**

10/16/2024

**Date**

**Company Representative** Reather Keith Simpson

Sr. Vice President

**Title**



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** INVITATION TO BID # 138-2024 Traffic Signal Maintenance

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Please see attached.				
2.				
3.				
4.				

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

Davis H. Elliot Construction Company, Inc.

**Company**

10/16/2024

**Date**

**Company Representative** Reather Keith Simpson

Sr. Vice President

**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

**Bid/RFP/Quote Reference #** INVITATION TO BID # 138-2024 Traffic Signal Maintenance

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. Form acknowledged. Not applicable at this time.					
2.					
3.					
4.					

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

Davis H. Elliot Construction Company, Inc.

**Company**

10/16/2024

**Date**

**Company Representative** Reather Keith Simpson

Sr. Vice President

**Title**



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # INVITATION TO BID # 138-2024 Traffic Signal Maintenance

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

<b>Company Name</b> Davis H. Elliot Construction Company, Inc.	<b>Contact Person</b> Jeffrey R. Zellen, Vice President
<b>Address/Phone/Email</b> 673 Blue Sky Parkway, Lexington, Ky 40509	<b>Bid Package / Bid Date</b> INVITATION TO BID # 138-2024 Traffic Signal Maintenance 10/3/2024

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

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

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

Davis H. Elliot Construction Company, Inc.

Company

10/16/2024

Date

Company Representative Reather Keith Simpson

Sr. Vice President

Title





# LEXINGTON

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** INVITATION TO BID # 138-2024 Traffic Signal Maintenance

**Total Contract Amount Awarded to Prime Contractor for this Project** TBD

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

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

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

Davis H. Elliot Construction Company, Inc.

**Company**

  
**Company Representative** Reather Keith Simpson

10/16/2024

Sr. Vice President

**Date**

**Title**

### LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and

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

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

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

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

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

[Davis H. Elliot Construction Company, Inc Affirmative Action Program](#)

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

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

Davis H. Elliot Construction Company, Inc.

**Company**  
10/16/2024

**Date**



**Company Representative** Reather Keith Simpson  
Sr. Vice President

**Title**

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

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

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

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

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

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

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

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights



Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

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

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

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

  
Reather Keith Simpson, Sr. Vice President  
Signature

10/16/2024

\_\_\_\_\_  
Date



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## Section 1 - Specifications - Service

### Specifications of Commodity and/or Service Requirements

#### General Notes:

- Mileage is incidental to this contract.
- Traffic Control by the contractor shall be incidental to the whole contract.
- Construction Supervisor within the LFUCG Division of Traffic Engineering shall be the main point of contact.

### Scope – Electrical Maintenance

The scope of this contract shall include, but not be limited to, field construction, and repair of:

- Traffic signals;
- Flashing Beacons;
- School flashers;
- Roadway/Intersection Lighting; and
- Pedestrian Lighting.

The contractor shall provide technical expertise, labor, working equipment, and all tools necessary for the work associated with this contract. The contractor shall **have at least a three (3) person crew** for all work on this contract. One (1) employee on the crew shall be a Licensed Electrician. The LFUCG Construction Supervisor shall have the final decision on the number of vehicles and persons for each crew.

**All electrical work shall be conducted or supervised by a licensed electrician.** Non-electrical work may be supervised by personnel without an electrical license. If questions arise, the Contractor Manager shall make the final determination as to what work needs to be supervised by a licensed electrician. The Construction Supervisor may require the replacement of an individual who is not performing satisfactorily.

### Electrical Traffic Control Devices

Quotes for this contract shall be based upon the following aspects:

- The contractor's vehicles per signal job shall consist of two vehicles per 3 person crew. If other vehicles are needed, the contractor shall get prior approval from the Construction supervisor to add any other vehicles for each crew.
- The contractor shall use bucket trucks with a maximum working height in the range of 45 feet when doing signal work on this contract. If a larger bucket truck is required for signal work, the Contractor shall get prior approval from the Construction Supervisor before larger bucket trucks will be allowed to be used on this contract.
- **By the end of the initial contract term, the contractor shall be able to furnish one person for each field crew who is certified in IMSA Level II (field or construction) or the contract will not be renewed.**

## Standards

All work shall be completed in a professional manner and meet the requirements of the local utility, any supplied drawings or plans, and the latest editions of:

- National Electrical Code (NEC);
- Manual on Uniform Traffic Control Devices (MUTCD)
- Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction\*
- LFUCG Standard Drawings (these drawings will supersede on local streets where in conflict with KYTC)

\*including all current supplemental standard specifications and special notes (with the exception of Section 109) and the Division of Highway Design Standard Drawings.

All work on state routes shall be done in accordance with KYTC Division of Traffic Operations' specifications for signals and lighting. The contractor shall be responsible for conforming to all OSHA and KOSHA safety requirements for all work performed.

### Resources:

1. KYTC Division of Traffic Operations' Specifications for Signals and Lighting

<http://transportation.ky.gov/Traffic-Operations/Pages/Design-Services-Branch-Standards-and-Tools>

2. KYTC Standard Specifications for Road and Bridge Construction

<http://transportation.ky.gov/Construction/Pages/Standard-Specification-with-Supplemental-Specific>

3. The Manual on Uniform Traffic Control Devices

<http://mutcd.fhwa.dot.gov>

4. The Division of Highway Design Standard Drawings

<https://transportation.ky.gov/Highway-Design/Pages/Standard-Drawings-2020.aspx>

5. LFUCG Standard Drawings

[https://www.lexingtonky.gov/sites/default/files/2017-09/LFUCG%20Standard%20Drawings%202017\\_0.pdf](https://www.lexingtonky.gov/sites/default/files/2017-09/LFUCG%20Standard%20Drawings%202017_0.pdf)

## Public Information

The contractor shall notify the Construction supervisor **three (3)** business days in advance of any planned work that might significantly impact traffic flow in case the District wants to relay this information to the public.

## Documentation of Vehicle Qualifications

The Construction Supervisor may require the replacement of any equipment that is not performing satisfactorily.

## Documentation of Employee Qualifications – please submit these with your bid.

The Contractor shall make available for inspection the following information:

- Proof of Electrical Contractor license issued by Department of Housing, Building, & Construction.
- Proof of electrician license issued by Department of Housing, Building, & Construction for each crew.
- Staffing plan written resumes
- Proof of certification for the International Municipal Signal Association (IMSA) Level 1 and 2(Field or Construction) for all Electricians. - All IMSA certifications shall be valid and up to date. **Not required when work is solely limited to streetlight items.**
- Diplomas
- Work Zone Traffic Control Supervisor Qualification – WZTCS. Contractor is required to have at least one. Qualifications shall be current within 5 years.
- Flagging credentials - All employees shall have this requirement. Qualifications shall be current within 5 years.
- Any other supporting documentation requested for each employee initially assigned to the contract.

The contractor may be asked submit all information necessary to verify experience and training. Field crews shall submit credentials to the Construction Supervisor, including IMSA, WZTCT, and WZTCS certifications (including contact info) prior to beginning work on traffic signal equipment items. Anytime that new crews or personnel are added, credentials shall be supplied to the Construction supervisor prior to work commencing. Documentation of credentials will be required for each new employee added to the contract. Personnel shall comprise the actual field crews when work commences. Substituting less experienced personnel after award of contract may result in termination of the contract.

See the following websites for qualifying classes:

1. Kentucky Transportation Center

<http://www.kyt2.com/training/program/work-zone-qualification-training>

2. American Traffic Safety Services Association

[http://www.atssa.com/cs/roadway\\_safety\\_training\\_institute](http://www.atssa.com/cs/roadway_safety_training_institute)

3. Kentucky Laborers' Joint Apprenticeship & Training Trust Fund

<http://www.kltf.org/>

## Employee Qualifications

Electricians shall meet all of the following qualifications:

1. Licensed electrician issued by the Department of Housing, Building, & Construction
2. **When working on traffic signal items:** IMSA level 1 & 2 (field or construction) certification - shall be renewed with IMSA. All electricians shall have this certification within 6 months of the start of the contract. This certification shall not be required if work is being conducted on streetlight equipment.
3. Work Zone Traffic Control Technician Qualification.

Individual shall be knowledgeable of the electrical safety codes and National Electrical Code

The electrician shall perform the following tasks:

- Correspond with the Construction Supervisor to coordinate staffing levels with upcoming work
- Correspond with the Construction Supervisor upon receiving work orders to determine scope of work
- Coordinate with the Construction Supervisor to procure necessary materials or pick up spare parts
- Coordinate traffic control measures with the Construction Supervisor and district personnel
- Coordinate with electrical, telephone, and other utilities for location of services
- Supervise traffic control work
- Perform on-site management of installation tasks Perform initial or simple field troubleshooting
- Perform installation tasks
- Perform traffic control work
- Perform preventative maintenance
- Perform coaxial terminations
- Perform inspections and quality control functions
- Manage the Laborer(s) and Equipment Operator Complete/Review daily field sheets
- Review monthly billing reports for accuracy
- Provide technical support and training for the Laborer(s) Provide technical information to the Construction supervisor
- Act as primary contact between the Contractor and the Construction Supervisor

Laborers and equipment operators shall have the following certifications and qualifications: Work Zone Traffic Control Technician Qualification. All laborers and equipment operators shall have this certification within 6 months of the start of the contract.

Flagging credentials: All personnel used in Flagging operations will have current flagging certification.

Laborers shall have experience in basic electrical construction practices. Laborers shall be competent to operate all tools and light equipment. Individuals shall be supplied with additional tools and equipment as necessary.

## Equipment for Electrician

Electricians shall be familiar with the operation of the following equipment as a minimum:

- Complete set of electronic and electrical hand tools
- Voltmeter
- Coaxial stripping and crimping tools for video and RF cable
- Cable Locator
- Wire Tracer
- Internet, email access (one per crew) Cellular telephone
- Clamp-on ground resistance tester

Individuals shall be supplied with additional tools and equipment as necessary.

## Quantity

There is no guarantee of the quantity mentioned in this invitation, and LFUCG is obligated only to the extent of the needed services during the term of the contract.

## Work Orders

The Construction Supervisor will normally provide a written work order via email for all work. This work order will contain the following information:

- Location of work & description of work
- Special instructions or revised installation details priority and expected response time

The contractor shall coordinate with the Construction Supervisor via email before beginning work to resolve any questions about the work order.

## Work/Time Policy

It is anticipated that some repair tasks will occur outside of normal working hours. The contractor shall be responsible for providing the labor and equipment necessary to conduct such work at the contract price.

Contractor shall get a lane closure permit whenever work in the roadway or sidewalk is expected to occur. Work hours for work in the roadway shall be determined based upon lane closure permit policy (which will vary by location.) A right of way permit shall be procured from the Division of Engineering if any roadway cuts are necessary. Contractor shall follow all applicable rules and guidelines outline by the Division of Engineering Right of Way Group. These permits shall be incidental to any work which makes it necessary to get said permits.

The Construction Supervisor has the right to deviate the hours to accommodate inspection schedules.

Contractor shall not perform routine work on holidays and/or holiday weekends without prior approval from Construction supervisor or designee.

## Response Time

### 1. Routine Work

Upon notification by the Construction Supervisor, the contractor and all necessary equipment shall be on-site and working within **thirty (30) working days**. This time limitation will be measured from the point in which necessary materials have been delivered or made available.

### 2. Emergency Work

Emergency work shall consist of situations where malfunctioning, downed, or damaged equipment is creating an immediate safety hazard.

Emergency work may include, but is not limited to, the following:

- Traffic signal in roadway
- Signal/lighting pole in the roadway
- Luminaire hanging from a pole
- Signal head hanging from span
- Fire caused by a short circuit at signal/lighting installations

The contractor shall designate an employee(s) to be readily available to the Construction Supervisor at all times in case of an emergency situation, either through a cell phone equipped with voice mail or other suitable means. Once contacted, the contractor shall immediately mobilize to respond to emergency work and be on-site with all necessary equipment and working within four (4) hours. For example, the designated contractor on-call person shall be on site within the initial two (2) hour window in order to determine equipment and personnel needs. Once those needs are ascertained, additional personnel and necessary equipment shall be on site within a four (4) hour period (as measure from the initial callout).

## Removal of Existing Equipment

All removed existing equipment will be returned to LFUCG warehouse/storage areas. The transport is incidental to the contract.

## Communications

The contractor shall maintain daily communication with the Construction Supervisor to coordinate work and materials required.

## Damage to Existing Facilities

The contractor shall coordinate with the applicable underground location services and local utilities before beginning any excavation task. The contractor shall be responsible for all costs to repair any public or private underground or overhead infrastructure damaged during construction.

## Workmanship/Warranty

All work shall be performed in a professional manner. Work areas shall be cleaned up upon completion of the task. Cleanup shall include removal of all trash and debris in the work area. The contractor shall warrant that all workmanship complies fully with the requirements of the contract specifications. Should any defect appear **within six months** after the project is completed due to inferior workmanship, the



contractor warrants that they will do immediately whatever is necessary to remedy the defects without additional cost to LFUCG.

The contractor should notify the Construction Supervisor of existing material that is damaged, defective, or worn immediately upon identification of such material. This includes any worn signal mounting hardware, damaged wiring, bad splices, etc.

#### Pole Handhole Covers, Transformer Base Doors, and Junction Box Lids

The contractor shall reinstall all pole handhole covers, transformer base doors, and junction box lids for traffic control devices and lighting installations during any tasks. The contractor shall reinstall pole handhole covers/doors, transformer base doors, and junction box lids upon completion of work on each individual item and prior to leaving the work site. If the pole handhole covers, transformer base doors, and junction box lids are missing or cannot be reinstalled through conventional methods due to damage, the contractor shall contact the Construction Supervisor with details of each location so that replacements can be ordered. The contractor shall attempt to secure damaged pole handhole covers, transformer base doors, and junction box lids until replacements are received. Any labor, equipment or materials used to reinstall or attempt to secure pole handhole covers/doors, transformer base doors, and junction box lids shall be incidental. If replacement pole handhole covers/doors, transformer base doors, and junction box lids become available prior to completion of all required tasks on the work site, the contractor shall install these items at no additional cost to LFUCG. The Construction Supervisor will make the final determination on when a project is called complete. If the replacement is received after the project is called complete, the contractor will be paid for time and materials used to reinstall the item.

#### End of Contract

At the end of the contract period no new work or purchase orders shall be issued. Only payments will be made for work contracted prior to end of contract. Contractor shall finish work orders issued prior to contract end.

#### Liquidated Damages

The Construction Supervisor shall notify the contractor by email of any of the conditions listed below. The contractor shall complete all repairs within stated time frames and notify the Construction Supervisor by email upon completion of requested work. The construction supervisor is responsible for how the liquidated damages are applied and may consider a weather related event for extension of the days involved in the liquidated damages.

The contractor will be subject to **liquidated damages of \$500 per day per occurrence** until item is completed for the following conditions:

- If the installation of a full signal is not completed within ninety (90) business days from the start of work, unless an alternate schedule is agreed upon.
- If the installation of one loop, piezoelectric sensor, and in ground or above ground sensor is not completed within thirty (30) business days.
- If the installation of any steel strain pole base is not completed within thirty (30) business days.
- If the installation of a luminaire base, pedestrian pedestal base and pad is not completed within fourteen (14) business days.
- If the on-call individual does not arrive at the first signal within 2 hours of being called and will receive additional \$500 each additional hour until he arrives.

- If the contractor does not have all necessary/working equipment on-site for routine work within fourteen (14) business days.
- If the contractor does not have all necessary/working equipment on-site for emergency work within four (4) hours.
- If equipment that is requested by the LFUCG Construction Supervisor is not on site within seven (7) business days.
- If equipment is not in working condition, the Construction Supervisor can request that the equipment be replaced/fixed within three (3) business days.
- Restoration of disturbed areas to original condition within seven (7) business days, after the job is completed OR if prior to completion, the contractor expect to leave the site for greater than ten (10) business days it shall be covered with straw to prevent erosion.
- If inspected work is found to not be in compliance with all applicable standards and is not corrected within ten (10) business days.
- If pole handhole covers, transformer base doors, and junction box lids are not reinstalled/secured or not reported to the Construction supervisor that it is missing. This will be for each pole handhole covers, transformer base doors, and junction box.

### Billing - General

Labor and equipment hours shall be billed for:

- Labor and equipment hours (Lines 1-12) shall not be billed for the installation of any material listed as a bid item (lines 12-100)
- Labor and equipment hours (Lines 1-12) shall not be billed for any individual providing on-call bid item duties (Lines 101, 102, and 103).
- Any mileage incurred by the contractor shall be incidental to the whole contract. Any traffic control by the contractor shall be incidental to the whole contract.
- For work billed by the hour, LFUCG will commence counting time for paying the contractor at the time he arrives at the work site or district maintenance facility.
- LFUCG will end counting time for paying the contractor at the time he leaves the work site or district maintenance facility.
- Concrete in excess of specified quantities in bases/footers, is **allowed to be invoice per Item 52**. This includes repairs/replacement of sidewalk.

There shall be no electrician, equipment operator, or laborer hours billed for any bid item because of supervision.

**Item 1. Electrician (HOUR)**

Electrician pay shall be paid to licensed electricians and to employees performing electrical work under the supervision of a licensed electrician. See invoicing and field sheets for common examples where unlicensed employees would be paid electrician pay.

**Item 2. Laborer (HOUR)**

**Item 3. Equipment Operator (HOUR)**

**Item 4. Equipment – General (HOUR)**

Equipment bid items shall be used for preventive maintenance, equipment repair, and installation of equipment and material not listed under material bid items.

Equipment shall have at least two supplemental yellow flashing warning lights. Equipment shall have current safety certificates for use in the State of Kentucky. Equipment may be owned, rented, or subcontracted as required. The Construction supervisor may require the replacement of any unit not performing effectively.

- Hand tools and small power tools are incidental to the contract.
- Equipment hours shall not be billed for any equipment provided during on-call bid items.

**Item 5. Service Vehicle (HOUR)**

Unit shall be capable of transporting equipment, tools, and individuals. This can only be billed when:

Travelling to OAC to pick up or drop-off materials, or Transporting materials from OAC, or Employees are being paid hourly and there is no other equipment (Line Items 5-12) that is eligible for reimbursement at an hourly rate.

Approval of Project Manager is required, prior to starting work, if more than one service vehicle is required for hourly work.

**Item 6. 30' Bucket Truck (HOUR)**

Unit shall have a working height of thirty (30) feet.

**Item 7. 50' Bucket Truck (HOUR)**

Unit shall have a working height of fifty (50) feet.

**Item 8. Skid Steer Loader (HOUR)**

Unit shall be minimum of 80 HP and equipped with a bucket and shall include transporting of this item.

**Item 9. Flatbed Truck (HOUR)**

Unit shall be three quarter ton to five ton.

**Item 10. Air Compressor (HOUR)**

Unit shall have tools including jackhammer and shall include transporting of this item.

Item 11.           Aerial Lift Device (HOUR)

- Unit shall be capable of lifting personnel to a height of 130' Unit shall be capable of lowering and erecting high mast lighting structures up to 120' in height.
- If item needs to be transported, this is incidental to this item.

Item 12.           1 ½ Ton Line Truck (HOUR)

Unit shall be equipped with 9", 18", 24", and 36" rock augers. Unit shall also include a pole trailer that carries a 45' pole.

Conduit - General

- Conduit shall include furnishing and installing conduit, couplings, fittings, elbows, tees, clamps, grounding bushing, bushing, weatherheads (installed on conduit or poles), plug/text plugs, duct seal, warning tape, bonding straps, and any other associated material required for installation above or below ground or on a structure.
- All HDPE & PVC conduits shall be schedule 80.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

Rigid Steel Conduit

Item 13.           Furnish and Install Rigid Steel Conduit - ½ Inch to 1 Inch Rigid Steel (LF)

Item 14.           Furnish and Install Rigid Steel Conduit - 1 ¼" Inch Rigid Steel (LF)

Item 15.           Furnish and Install Rigid Steel Conduit- 2 Inch Rigid Steel (LF)

Item 16.           Furnish and Install Rigid Steel Conduit - 2 ½ Inch to 4 Inch Rigid Steel (LF)

PVC Conduit

Item 17.           Furnish and Install PVC Conduit - ½ Inch to 1 Inch PVC (LF)

Item 18.           Furnish and Install PVC Conduit - 1 ¼" Inch PVC (LF)

Item 19.           Furnish and Install PVC Conduit - 2" Inch PVC (LF)

Item 20.           Furnish and Install PVC Conduit - 2 ½ Inch to 4 Inch PVC (LF)

## HDPE Conduit

Item 21. Furnish and Install HDPE Conduit - ½ Inch to 1 Inch (LF)

Item 22. Furnish and Install HDPE Conduit - 1 ¼" Inch (LF)

Item 23. Furnish and Install HDPE Conduit - 2" Inch (LF)

Item 24. Furnish and Install HDPE Conduit - 2 ½ Inch to 4 Inch (LF)

## Flexible Conduit

Item 25. Furnish and Install Conduit - ¾ Inch to 2 Inch Flex Wire or Cable – General (LF)

- Wire and cable includes the installation of wire or cable in new/existing conduit cabinet, poles, and overhead, raceway or in saw slot.
- This item includes the furnishing and installation of lashing wire, connectors and any other hardware required.
- This item includes the installation of cable rings that will be supplied by LFUCG. Also included in this item are furnishing splices and terminations required to connect wire or cable to equipment and the connection of terminated wire or cable to equipment. Equipment may include, but not be limited to the contents of cabinets or enclosures, as listed below, poles, junction boxes, signal heads, pedestrian detectors and ground rods. Splices and terminations shall be watertight and installed to the satisfaction of the LFUCG.
- The contractor shall have any tools necessary to properly splice or terminate wire or cable.
- Splices may include, but not be limited to butt splices or wire nuts. Wire terminations may include, but not be limited to circular lugs, spade lugs, and push-ons. Cable terminations may include, but not be limited to BNC, N, S, DB-9, DB-25, Modular, Terminal Strip, Circular, Spade lugs and other similar connectors as required.
- This item also includes removal of old wire or cable during the installation of new wire (or using old wire to pull new wire at the same time).
- This item includes the cleaning or clearing out of existing conduit so that the wire can be installed and includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

Item 26. Wire - # 4 or Smaller (Does Not Include Loop Wire) (LF)

Item 27. Wire - # 2 or Larger (LF)

Item 28. Wire - Loop Wire (IMSA 51-7) (LF)

Item 29. Cable - Signal Cables 2C, 3c, 5c, and 7c, 16c (IMSA 19-1, or IMSA 20-1) (LF)

Item 30. Loop Lead-In Cable (IMSA 19-2) (LF)

Item 31. Cable - Multi-Conductor (LF)

Item may include but is not limited to RG-213, RG-58, RG-59, Belden 8281, Belden 9165, Belden 9731, PE-22, PE-38, Plenum, EIA/TIA Plenum Rated or approved equals.

Item 32. Provide and Install Span Wire - 10,800 LB/15,400 LB or Similar (LF)

- Span wire shall include the installation of the span wire and any associated hardware necessary for proper installation.

- This item requires the Contractor to furnish the all items, including pole line hardware. 5/16-inch and /or 3/8-inch span wire and strand vises will be used.

### Cabinets and Enclosures

- Cabinets and enclosures shall include installing cabinets or enclosures on pole, pad, or other structures.
- This item includes the furnishing and installing of bolts, anchors, brackets and any other methods necessary for the connection to the structure. The contractor will supply/install the banding and banding straps.
- This item includes the installation of controllers, radios, detectors, load switches, and other standard equipment inside the cabinet.
- This item includes restoration of disturbed areas to original condition. This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

(Note: If installing a model 332 cabinet or base-mounted lighting cabinet, the contractor shall furnish the class "A" concrete to construct the pad and all materials to build the base.)

This item does not include prefabrication work to build other specialty cabinets. The Construction Supervisor will make the decision if the cabinet is deemed as a specialty cabinet. Cabinet prefabrication shall be paid for on an hourly basis with the Electrician bid item (Item 1).

Item 33. Cabinet - Model 332 Base-Mounted (EACH) – Install Only

Item 34. Cabinet - Model 336 Pole-Mounted (EACH) – Install Only

Item 35. Cabinet - Lighting Cabinet- Base/Pole Mounted (EACH) – Install Only

Item 36. Enclosure – Other Enclosure (EACH) – Install Only

Other shall include flasher, RWIS, DMS, and other metal or fiberglass enclosures from 6" x 6" x 6" up to 72" x 72" x 36".

### Pole or Tower

- Pole shall include installing pole, mast arm pole (including arms), tower, and wood poles.
- For wood poles, the contractor shall furnish and install bolts for the installation of the messenger wire.
- For wood poles, the contractor shall provide/install the items such as: anchors, rock anchors, and guards.
- The contractor may be responsible for the removal of an existing pole and reinstalling this or new pole in a different location. In such cases, the removal and reinstall shall be considered as one bid item not as two individual bid items.
- This item includes setting the pole, connection of pole to pole base, adjusting and raking, and the installation of covers, caps, and all associated pole hardware. Includes picking up, transportation and installation at a designated work site.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks. The anchor bolts will be quoted/invoiced at cost with the relevant item.

**Item 37. Provide & install 35-foot, Class 4 wood pole (EACH)**

- Must be able to install within 24-hours. Emergency requests for this item: Must be able to install within 4-hours.

**Item 38. Provide & install 45-foot, Class 4 wood pole (EACH)**

- Must be able to install within 24-hours. Emergency requests for this item: Must be able to install within 4-hours.

### Steel Poles

When the vendor purchases steel poles for the Division of Traffic Engineering they shall provide the Division of Traffic Engineering with documentation showing the poles they purchased meet the required specifications. Pole will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed for delivery and handling from the manufacturer.

- Contractor shall provide all materials and equipment.
- Strain pole specifications may vary depending on the location and use (Specifications shall be determined by the Division of Traffic Engineering.)
- Pole height, minimum load yield and maximum deflection rate will be given as specifications for the Strain pole.
- The responsibility for the strain poles meeting these specifications shall be the contractors.
- Completed product shall include strain pole, concrete base with reinforcing rods, anchor bolts and all other materials needed to complete the installation in soil or rock, #6 copper ground wire, ground rod, pole cap, hand hole cover, conduits, two (2) pole collars (All items shall match manufacturers specifications).
- Pole collars not used shall be returned to the Division of Traffic Engineering.
- Each pole base shall have (1) 3/4-inch PVC conduit (for the ground wire to route outside the strain pole base to the ground rod) and two (2) 2-inch PVC conduits.
- 2" PVC conduits: If there are existing conduits, the conduits installed by the contractor shall be connected to existing conduits.
- Contractor shall provide a sketch as to which direction the conduits are pointing outside the strain pole base.
- The controller pole shall have additional conduits of four (4) 2-inch PVC conduits.
- The pole where the electric service and communication lines are to be attached shall have two (2) 1&1/4-inch HDPE Conduit (Electric Service/Communications) installed in the concrete (outside the strain pole).
  - **Where fiber optic cables are encountered, contact LFUCG Construction Supervisor before proceeding with work.**
- All rigid steel conduits shall be bonded to ground.
- These specifications are for a complete installation and shall be as such.
- All concrete and reinforcement for pole bases shall comply with Kentucky Department of Highways construction standards.

**Item 39. Provide and Install Steel Strain Pole - Steel – Up to 45' Pole (EACH)**

- The pole will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, for handling.

**Item 40. Install Steel Strain Pole provided by LFUGG (EACH)**

- Strain pole provided will be up to 40-feet in length. Anchor bolts will be provided by the contractor, and invoiced as Item 43.

**Item 41. Provide and Install Strain Pole - Steel - 46 Feet to 120 Feet. (EACH)**

- The pole will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, for handling.

**Item 42. Provide and Install Mast Arm Pole (EACH)**

- The pole will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, for handling.

Down Guy and Anchor Bolts

Contractor shall provide all materials and equipment (including guy guard). Item 44 and item 45 include ONLY the labor/materials to install the down guy. If installing a down Guy/Anchor in sidewalk, the contractor shall furnish and install the class "A" concrete to replace the sidewalk and all materials to build the sidewalk **per item 52**, which is by cubic yard. This shall be paid in addition to Item 44 or Item 45. So bid should only include consideration for the down guy install. Anchor shall be expansion type with 8-foot anchor rod. Sidewalk guy shall use 2-inch pole plate and end cap.

**Item 43. Provide and Install Anchor Bolts (LS)**

- Contractor shall supply relevant anchor bolts for installation of pole(s). Anchor bolt sizes shall be determined through SALSA calculations or manufacturers guidance.
- The anchor bolts will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, for handling.

**Item 44. Install Standard Down Guy (EACH)**

**Item 45. Install Sidewalk Down Guy (EACH)**

Pole/Pedestal Bases

- This item includes furnishing, excavation, and the installation of class "A" concrete as defined by table in item 52, forms, reinforcing steel, and appropriate circular concrete forms. Any construction of forms or reinforcing steel cages is incidental to these items.
- This item includes installing anchor bolts and finishing concrete. Concrete shall be vibrated to remove voids. Pads shall be poured to shed water and finished with a broom finish.
- This item includes restoration of disturbed areas to original condition.
- This item includes that the contractor furnishing and installing conduits/bushings used for telephone, grounding, spares, and service run (this is up to 2 foot pass the base edge), and signal/lighting.
- All pole or cabinet bases shall have a spare 2" HDPE conduit installed.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.
- This item includes providing a Rock doc/pressure digger if needed.



- Concrete shall be properly installed, including the use of a concrete vibrator, and properly finished. Proper equipment shall be used for finishing to ensure bases or pads are flat and level.
- An exception to the Signal Pole Base chart is that the contractor will only be responsible for pole bases with a drilled shaft with a maximum depth of 21 feet. For further information please go to the download webpage on the Division of Traffic Operations website:

<http://transportation.ky.gov/Traffic-Operations/Pages/Design-Services-Branch-Standards-and-Tools>.

**For Item 46 – Item 52.** The contractor will be paid by quantities shown in the chart provided. Any cubic yardage of concrete beyond the provided cubic yardage for each pole base depth **will be paid for under Item 52** but will be limited to not more than one (1) cubic yard over the allowed per the chart.

For items installed in sidewalk, concrete to restore the sidewalk will be invoiced at Item 52.

- Item 46. Furnish and Install Base - Steel Pole from 46 Feet to 120 Feet (EACH)
- Item 47. Furnish and Install Base - Steel Pole Up to 45 Feet (EACH)
- Item 48. Furnish and Install Base – Mast Arm (EACH)
- Item 49. Furnish and Install Base-Luminaire – 6’ Deep specified for a luminaire pole. (EACH)
- Item 50. Furnish and Install Base – Pedestrian Pedestal – 24”x24”x48” (EACH)
- Item 51. Furnish and Install Pad - Cabinet, Enclosure or Tower (EACH)
- Item 52. Furnish and Concrete – Per Cubic Yd.

**Total concrete yardage invoiced by concrete company shall not be the basis of payment.** Basis for payment shall be made by utilizing the following applicable calculation method and/or table(s).

*Table 1 - Steel Strain Pole Concrete Quantity*

Depth (ft.)	Diameter (ft.)	Volume (yd <sup>3</sup> )
10	3	2.7
12	3	3.3
14	3	3.8
15	3	4.1
16	3	4.3
17	3	4.6
18	3	4.8
21	3	5.6

*Table 2 - Luminaire & Pedestal Base Quantity*

Depth (ft.)	Diameter (ft.)	Volume (yd <sup>3</sup> )
6	2	0.7
4	2	0.6

Sidewalk:

Payment for any necessary sidewalk work shall be calculated based total square yardage multiplied by 4.5” or 6” of standard depth, whichever is required by the site.

Payment for pads shall be based on the number of cubic yards of concrete required for installation, **rounded up to the nearest tenth of a yard.**

## Traffic Signal

### Item 53. Install Traffic Signal (EACH)

- Item shall include the installation of any specified signal head up to a five section signal head, including Lane Use Control Signal/Signs, LED Street Name Signs, and/or other LED Traffic Signs.
- This item includes but is not limited to the installation or building of any hangers, brackets, tethers, backplates and any other hardware required.
- This item includes the installation of LED modules in the signal housing and the installation of wiring from LED modules to internal terminal strap.
- If replacing an existing traffic signal, the removal of the existing head is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.
- If the contractor is asked to provide parts, the equipment will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, for handling.

## Pedestrian Signal

- Contractor shall provide all materials except pedestrian signals, mounting brackets, pedestrian push buttons, FS boxes, poles, anchor bolts and pedestrian push button signs.
- Installation of pedestrian signal (s), shall include wiring of signals and pedestrian push buttons if required.
- Conduits used for pedestrian signal shall be 2-inch PVC or HDPE.
- Conduits used for Pedestrian push button shall be 3/4-inch HDPE or PVC (THIS SHALL BE A SEPARATE CONDUIT, NOT ATTACHED TO THE BOTTOM OF THE PEDESTRIAN SIGNAL MOUNTING ARM UNLESS APPROVED BY THE LFUCG).
- The pedestrian push button shall be installed 36-inches above grade.
- Pedestrian push button signs shall be mounted directly above the pedestrian push button.
- If replacing an existing pedestrian signal, the removal of the existing head is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.
- If the contractor is asked to provide parts, the equipment will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, for handling.

- Item 54. Install Pole Mount Pedestrian Signal, with or without pedestrian push buttons (EACH)
- Item 55. Install Pedestal Mount Pedestrian Signal, 1-way, with or without pedestrian push buttons (EACH)
- Item 56. Install Pedestal Mount Pedestrian Signal, 2-way, with or without pedestrian push buttons (EACH)

#### Accessible Pedestrian Push-Button

- Item 57. Install Accessible pedestrian push-button (EACH)
- Item shall include the installation of the push-button, the module in the pedestrian signal head, the wiring between the detector and the module, the termination of all wires and any other hardware necessary for proper installation. The contractor shall furnish and install bolts or screws for the attachments of push-buttons or signs. The wire from the controller cabinet to the module and any conduit necessary shall be paid for separately. The drilling of holes in poles for installation of wire shall be incidental to this item. The contractor shall furnish and install a rubber grommet in drilled hole.
  - If replacing an existing push button, the removal of the existing head is included in this item.
  - This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.
  - If the contractor is asked to provide parts, the equipment will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, for handling.

#### Signal Electrical Service (Signal, Beacons, School flashers, and LED Blinker sign)

- Item 58. Electrical service (LS)
- Item shall include installing safety switch and meter base on cabinet, pole or other specified structure in accordance with local utility requirements, and connection of service wire to equipment.
  - This item includes the installation conduits (weatherheads) and wiring from the utility service wiring to the bottom of the service disconnect.
  - All conduits, grounding system, and wiring from bottom of disconnect shall be billed with separate items. Inspection is incidental to this line item.
  - This item includes any labor hours and equipment hours required to meet with the utility company representative and locate poles, deliver inspection certificates, and otherwise coordinate the installation of the service.
  - This item includes that the contractor furnishing and installing conduits used for grounding and service run (this is up to 2 foot pass the base edge or pole).
  - If replacing an existing service, the removal of the existing service is included in this item.
  - This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

#### Item 59. [Furnish and Install Lighting Electrical Service \(120/240 Volt\) \(LS\)](#)

- Item shall include furnishing and installing a 60 AMP safety switch and meter base on channel/square posts, pole or other specified structure in accordance with local utility requirements, and connection of service wire to equipment.
- This item includes the installation conduits (weatherheads) and wiring from the utility service wiring to the bottom of the service disconnect.
- All conduits, grounding system, and wiring from bottom of disconnect shall be billed with separate items.
- Inspection is incidental to this line item.
- This item includes any labor hours and equipment hours required to meet with the utility company representative and locate poles, deliver inspection certificates, and otherwise coordinate the installation of the service.
- This item includes that the contractor furnishing and installing conduits used for grounding and service run (this is up to 2 foot pass the base edge or pole).
- If replacing an existing service, the removal of the existing service is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

#### [Ground Rod](#)

- Ground rod shall include installing a 5/8" x 8' copper clad steel ground rod in accordance with plans and specifications.
- This item includes the installation of any hardware or welding required for attachment of the ground wire to the ground rod.
- This item includes restoration of disturbed areas to original condition. This includes all equipment, labor and electrician supervisor hours to perform these tasks.

#### Item 60. [Signal- Ground Rod \(LS\)](#)

#### Item 61. [Lighting Conventional Ground Rod \(LS\)](#)

#### [Transfer Switch](#)

#### Item 62. [Transfer Switch](#)

See specifications for box type, needed terminal blocks used shall be Reliance Controls, Signa Series C30A1L Transfer Switch, mounting of box shall be accomplished by using 5/16" x 5/8" stainless steel bolts with stainless steel insulated locking nut, all crimp-ons used shall be insulated type, all wiring shall be enclosed by using a ½-inch spiral wrapping flexible protective sheath (Panduit #T50F-4) and the protective sheath shall be neatly cable tied within the controller cabinet, contractor shall also replace the Breaker and/or Fuse in the disconnect to match the transfer switch requirements, if necessary

#### [Junction Box](#)

- This item includes any labor hours and equipment hours required to meet with the utility company representatives, local officials, and other LFUCG representatives to coordinate the installation of the junction box and restore sidewalk and/or ADA ramps.

- If existing junction box is being replaced, the removal of the existing junction box is incidental to the installation of the new junction box.
- Junction box will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, to allow for handling.
- Item shall include furnishing and installing of a composite concrete junction box as specified by Cabinet specifications. This item includes excavation (includes rock), furnishing, and installing drainage aggregate (#57) in accordance with Cabinet specifications.
- These items include furnishing and installing fiber fabric type IV in accordance of LFUCG Specifications.
- Junction Box dimensions will comply with existing KYTC standards for junction box type (A,B,C)
- These items include restoration of disturbed areas to original condition.
- These items include all equipment, labor and electrician supervisor hours needed to perform these tasks.

**Note:** If installing a junction box in sidewalk, the contractor shall furnish and install the class “A” concrete to replace the sidewalk and all materials to build the sidewalk per Item 52, which is by cubic yard. If replacement of the sidewalk affects ADA ramps, the contractor shall replace any ADA devices and shall be incidental to Item 52. The Contractor shall also furnish the geotextile filter fabric type IV and the means to install it on the side of the junction box.

Item 63.           Furnish and Install Junction Box Type B (EACH)

Item 64.           Furnish and Install Junction Box Type A (EACH)

Item 65.           Furnish and Install Junction Box Type C (EACH)

Loop Saw Slot and Fill

Items shall include restoration. See LFUCG Standard Drawings 201-3 & 201-4 for details on utility trench restoration under an existing paved road.

Item 66.           Loop Saw and Slot Fill (LF)

- Item shall include cutting and cleaning loop slot, and furnishing and installing sealant, backer rod and grout. Any materials used to cut the slot shall be furnished by the contractor.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

Item 67.           Trenching and backfilling (LF)

- Item shall include 8” wide excavation, backfilling and the restoration of disturbed areas.
- This item shall include all equipment and tools required for trenching in any environment including solid rock.
- This item includes labor and equipment required for clearing trees and brush prior to trenching.
- This item includes restoration of disturbed areas to original condition. All fill shall be approved by the Construction Supervisor before the fill is installed in the trench.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

## Roadway Conduit Crossing

Items shall include restoration. See LFUCG Standard Drawings 201-3 & 201-4 for details on utility trench restoration under an existing paved road.

### Item 68. 2" RS Roadway Conduit Crossing Roadway (LF)

- Conduit crossing shall include labor and equipment required for installation of furnished HDPE conduit under paved surface via pushing or open cutting. All open cutting shall be pre-approved by the construction supervisor.
- This item shall include saw cutting, excavation, pushing, backfilling and the restoration of disturbed areas. This item includes furnishing and installing reinforcing steel, concrete and asphalt as required.
- The furnishing of conduit is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

### Item 69. 3" to 4" RS Roadway Conduit Crossing Roadway (LF)

- Conduit crossing shall include labor and equipment required for installation of furnished HDPE conduit under paved surface via pushing or open cutting. All open cutting shall be pre-approved by the construction supervisor.
- This item shall include saw cutting, excavation, pushing, backfilling and the restoration of disturbed areas.
- This item includes furnishing and installing reinforcing steel, concrete and asphalt as required.
- The furnishing of conduit is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

## Directional Boring

### Item 70. 2" RS Directional Boring Directional boring (LF)

- Item shall include labor and equipment required to install furnished HDPE conduit where trenching or pushing is not feasible. Equipment shall be capable of boring a hole under roadway to accommodate a 2" diameter HDPE Conduit.
- This item includes excavation, equipment, labor, supporting tools and restoration of disturbed areas.
- The furnishing of conduit is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

### Item 71. 3" to 4" RS Directional Boring Directional boring (LF)

- Item shall include labor and equipment required to install furnished conduit where trenching or pushing is not feasible. Equipment shall be capable of boring a hole under roadway to accommodate a 3" to 4" diameter steel pipe.
- This item includes excavation, equipment, labor, supporting tools and restoration of disturbed areas. The furnishing of conduit is included in this item. Conduit can be from 3 inch to 4 inch HDPE.

- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

#### Item 72. [Rock Removal \(Trench\) \(CY\)](#)

- The 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. This item shall not include conduit, only work for rock removal to establish trench for conduit.
- Off site fill material, if needed, shall be incidental to this item.

#### Item 73. [Solid Rock Bore \(LF\)](#)

- 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 or construction manager must be present while the contractor is boring through rock in order to document the pay units.

#### [Install Above Ground Sensor](#)

##### Item 74. [Install Above Ground Sensor \(EACH\) –Radar, Camera, etc.](#)

- Item shall include installing a sensor on pole, mast arm, cabinet, or other structure. Sensor may consist of a video camera, radar sensor, acoustic sensor, radio/wireless router antenna, or other above ground sensing technology. The installation of cabling between module and above ground sensor shall be billed as cable-multi conductor.
- This item includes installing brackets, banding, and other mounting hardware of the above ground sensor.
- If replacing an existing above ground sensor, the removal of the existing above ground sensor is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.
- If this item is a replacement sensor, the removal of the existing sensor is incidental to the line item.

#### [Install Radio/Wireless Router/Telephone Modem/Above Sensor Module](#)

##### Item 75. [The radio/wireless router/telephone modem/above ground sensor \(EACH\)](#)

- Item shall include installing a radio, wireless router, or telephone modem/above ground sensor module inside the cabinet or other structure.
- The installation of the radio, wireless router, or telephone modem/above ground sensor module shall include the installation of a power supply, surge protector, cabling between surge protector and radio, and cabling from radio/wireless router/telephone modem/above ground sensor

module to any other device in the cabinet. If more than one of these items is installed, the installation shall be a separate billed item. The installation of cabling between radio/wireless router/telephone modem/above ground sensor module and above ground sensor shall be billed as cable-multi conductor. For new installations, the Contractor shall program radios, wireless routers, telephone modems, and above ground sensor module. If replacing an existing radio/wireless router/telephone modem/above ground sensor, the removal of the existing radio/wireless router/telephone modem/above ground sensor is included in this item.

- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

### In-Pavement Sensor

#### **Item 76. Install Sensor In-Pavement (EACH)**

- This item shall include core drilling at least a 4" diameter by 2 ½" depth hole in asphalt or concrete pavement for each sensor.
- This item includes the installation of up to 3 sensors per lane. This includes the installation of the sensor/cam shell and epoxy into the cored hole.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

#### **Item 77. Remove Sensor (EACH)**

- This item shall include removing the core drilling hole in asphalt or concrete pavement for each sensor. This item includes the removing of at least 3 sensors per lane.
- This item includes returning the sensor(s) to the Construction Supervisor.
- This item includes the installation of grout in the existing hole(s) in the pavement. The grout will be supplied by LFUCG. If the contractor damages the sensor, the contractor shall replace the sensor in kind at their cost.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

### Sign

#### **Item 78. Install Sign (EACH)**

- Item shall consist of installing a sign on a span, mast arm, or other structure.
- This item includes, but is not limited to, the installation and building of hangers, brackets, tethers, and any other hardware necessary for installation. If replacing an existing sign, the removal of the existing sign is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

### Install LED Module

#### **Item 79. Install LED module (EACH)**

- Item shall include installing one LED module in an existing signal head.
- This item may include removing the existing lens, reflector, lamp, LED module, and any other hardware that may be need to be removed in order to install the new LED.



- This item also includes terminating any wires necessary for a professional and proper installation.
- If replacing an existing LED module, the removal of the existing LED module is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

**Item 80. Install LED Pedestrian Signal Module (EACH)**

- Item shall include installing one LED module in an existing pedestrian signal head.
- This item may include removing the existing lens, reflector, lamp, LED module, and any other hardware that may be need to be removed in order to install the new LED.
- This item also includes terminating any wires necessary for a professional and proper installation.
- If replacing an existing LED module, the removal of the existing Led module is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

Luminaire

- Luminaire shall include installing or replacing specified luminaire on a pole, arm, bracket, bridge, wall, ceiling, or any other location required.
- This item includes the mounting of any hardware necessary for proper installation.
- If replacing an existing luminaire, the removal of the existing luminaire is included in this item.
- This bid items includes the installation of the luminaire bulb, and the contractor **cannot bill bid Item 84**
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

**Item 81. Install Luminaire - Cobra-Head or Offset (EACH)**

**Item 82. Install Luminaire - High Mast (EACH)**

**Item 83. Install Luminaire - Wall or Ceiling Mounted (EACH)**

Luminaire Arm

**Item 84. Provide and Install Luminaire arm (EACH)**

- Item shall consist of providing/installing a luminaire arm on luminaire pole, wood pole, steel strain pole, or any other type of pole or structure specified. Arms may range in length from 12" to 20' or be a "C" type bracket.
- This item includes, but is not limited to, banding/banding straps, welding and bolting (Contractor shall provide the bolts) the arm to the pole or structure, and any other hardware necessary for installation. If removing an existing luminaire arm from a pole or structure, the removal shall be included in the installation of the new luminaire arm.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks. Luminaire arm will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, to allow for handling.

## Fused Connector

### Item 85. Install Fused connector (EACH)

- Item shall include installing one connector kit as well as installing the proper fuse in the connector.
- If replacing an existing fused connector, the removal of the existing fused connector is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

### Item 86. Replacement of Luminaire Bulb (EACH)

- Item includes the installing and replacing of any type of bulbs, LEDs, starters, drivers, and ballast kits for conventional or high mast luminaires.
- If replacing an existing items stated above, the removal of the existing items is included in this item.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

## Furnish and Install Sod

### Item 87. Furnish and Install Sod (SF)

- The contractor shall furnish and install sod as specified in Kentucky 2019 Standard and Specifications for Road and Bridge Construction, Section 212 and 827.
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.
- Sod will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, to allow for handling.

## School Flasher/Blinker Sign-AC or Solar

### Item 88. Furnish and Install AC or Solar School Flasher (EACH)

- This item includes furnishing and installing materials to build the structure that holds the school flasher assembly that is installed on a span, luminaire pole, pedestal pole, steel strain pole, or wood pole. The contractor furnished school flasher assembly shall include brackets or pipes that mount the supplied beacons and signs.
- All signal heads (including LED module installation) and sign assembly shall be included in this item. The beacon cabinet (Item 36), conduits (items 13-25), electrical service (Item 58), grounding system (Item 60), and wire are incidental. The contractor **shall not bill for a traffic signal (Item 53) or sign (Item 76) when using this item.**
- If replacing an existing school flasher stated above, the removal of the existing school flashers is included in this item
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.
- AC or Solar Flasher will be invoiced at cost, as a separate line item, with documentation to show actual cost. 5% markup is allowed, to allow for handling.

**Item 89. Install LFUCG provided AC or Solar School Flasher (EACH)**

- This item includes installing materials to build the structure that holds the school flasher assembly that is installed on a span, luminaire pole, pedestal pole, steel strain pole, or wood pole. The school flasher assembly shall include brackets or pipes that mount LFUCG supplied beacons and signs.
- All signal heads (including LED module installation) and sign assembly shall be included in this item. LFUCG shall supply signal heads, LED modules, signs, one way span hangers, and pole mounted hardware. **The electrical service (Item 58), grounding system (Item 60), and wire are incidental to the item. The contractor shall not bill for a traffic signal (Item 53) or sign (Item 76) when using this item.**
- If replacing an existing school flasher stated above, the removal of the existing school flashers is included in this item
- This item includes all equipment, labor and electrician supervisor hours needed to perform these tasks.

**Item 90. Furnish and Install AC or Solar Blinker Sign (EACH)**

- This item includes furnishing and installing materials to build the structure that holds the blinker sign assembly that is installed on a span, luminaire pole, pedestal pole, steel strain pole, or wood pole. The furnished blinker sign assembly shall include brackets or pipes that mount the contractor furnished blinker signs. **The blinker cabinet (Item 36), conduits (items 13-25), electrical service (Item 58), grounding system (Item 60), and wire shall be incidental and will not be billed separately. The contractor shall not bill for a sign (Item 76) when using this item.**
- If replacing an existing items stated above, the removal of the existing items is included in this item.
- This includes all equipment, labor and electrician supervisor hours to perform these tasks.

**Item 91. Relocate Solar Blinker Sign or Relocate RRFB Pedestal**

- This includes all equipment, labor and electrician supervisor hours to perform these tasks.
- This task includes relocating existing roadside equipment to a destination no greater than ¼ mile from the existing location. This item assume no new equipment will be necessary but may require additional mounting hardware. Mounting/Base hardware shall be incidental to this item. New Traffic Signal Installation

The contractor shall be required to install a complete traffic signal and make all wiring connections and terminations.

A full description of the work to be done shall accompany the work order. All work must be completed by the vendor in accordance with the contract plans, and specifications and will be inspected by the Division of Traffic Engineering before final acceptance. Note: Quotes regarding a new traffic signal installation are for a complete installation with all listed items included in the quote. "Individual items listed in the contract cannot be billed separately, however, specifications outlined within the contract for individual items shall be adhered to."

**Special New Traffic Signal Installation Notes:**

(All heights shall be measured from the bottom of the signal head).

- All traffic signals and flasher signal sections installed by the contractor shall be a minimum of 17-feet above the roadway unless a lower elevation has been approved by the Division of Traffic Engineering.
- All pedestrian signals installed by the contractor shall be a minimum of 8-feet above surface grade, sidewalk, and/or proposed grade.
- Pedestrian signal heights shall match the height of existing pedestrian signals, if the existing pedestrian signals are higher than 8-feet, pedestrian signal heights shall not exceed 10-feet above surface grade, sidewalk, and/or proposed grade to the bottom of the signal).
- All pedestrian push buttons installed by the contractor shall be 36-inches above surface grade, sidewalk, or proposed grade.
- All tether spans installed by the contractor shall be a minimum of 17-feet above the roadway unless a lower elevation has been approved by the Division of Traffic Engineering.
- All materials supplied by the LFUCG, Division of Traffic Engineering that are not used/needed by the contractor shall be returned to the Division of Traffic Engineering.
- All materials or equipment picked up by the contractor shall be the sole responsibility of the contractor until the project is completed and accepted by the LFUCG Division of Traffic Engineering.
- Any equipment or material damages or loses due to contractor carelessness, negligence shall be replaced by the contractor at their cost.
- Strain pole specifications may vary depending on the location and use. Specifications shall be determined by the Division of Traffic Engineering.
- Pole height, minimum load yield and Maximum deflection rate will be given as specifications for the Strain pole, the responsibility for the strain poles meeting these specifications is the contractors.
- Completed product shall include strain pole, concrete base with reinforcing rods, anchor bolts and all other materials needed to complete the installation in soil or rock, #6 copper ground wire, ground rod, pole cap, hand hole cover, conduits, (All items shall match manufacturers specifications).
- Each pole base shall have (1) 3/4-inch PVC conduit (for the ground wire to route outside the strain pole base to the ground rod) and three (3) 2-inch PVC conduits.

**Item 92. 2" HDPE conduits (LF)**

- If there are existing conduits, the conduits installed by the contractor shall be connected to existing conduits.
- Contractor shall provide a sketch as to which direction the conduits are pointing outside the strain pole base.
- The controller pole shall have additional conduits of four (4) 2-inch HDPE conduits.
- The pole where the electric service and fiber optic cables are to be attached shall have one (1) 2-inch HDPE conduit (Communications) and one (1) 1&1/4-inch HDPE steel conduit (Electric Service) installed in the concrete (outside the mast arm strain pole).
- These specifications are for a complete installation and shall be as such.
- All concrete and reinforcement for pole bases shall comply with Kentucky Department of Highways construction standards.

- All new traffic signal installations shall have a transfer switch installed per guidelines in the contract

**Item 93. Install complete 5-Phase to 8-Phase Signalized Intersection and make all wiring connections and terminations (Installation Using Strain Poles). (LS)**

- LFUCG shall supply all traffic signal equipment: Traffic Signals with mounting hardware, traffic sensors, signal cable, loop lead-in cable, splice boots and traffic signs, etc.
- Contractor shall supply all electrical supplies, pole line hardware, span, and strain poles plus installation as outlined in this bid package. Poles are to be invoiced as a separate line item, with documentation showing cost. 5% markup is allowed for manufacturer delivery and handling.
- Contractor shall supply all loop wire (IMSA 51-5) and Loop Sealant needed (BONDO P-606), any substitutes to these Materials must have prior approval by the Division of Traffic Engineering.
- Contractor shall install all equipment and materials supplied by the LFUCG, Division of Traffic Engineering, and make all wiring connections according to plans provided.
- Bid quote shall be for with or without signal/sign tether.

Installation items shall be as follows:

- Two to Four poles
- Ten Traffic Signals (3, 4 and/or 5-section)
- Eight Pedestrian Signals (Pedestal Mount or Pole Mount)
- Eight Pedestrian Push Buttons with pedestrian push button signs
- One Controller Cabinet Base
- One Controller cabinet
- Four Presence Loops
- One Electrical Service W/ 40-amp. Breaker Type Disconnect (No Substitutes), as outlined in bid.
- One Conduit for Communications, as outlined in bid
- Four overhead signs
- All Span wire and Hardware
- All Signal Cable, Loop Feeder, Splice Boots, etc. associated with the complete installation.
- Two to Four Overhead Sensors.
- One (1) Observation Camera

**Item 94. Install complete 5-Phase to 8-Phase Signalized Intersection and make all wiring connections and terminations (Installation Using Wood Poles). (LS)**

- LFUCG shall supply all traffic signal equipment: Traffic Signals with mounting hardware, traffic sensors, signal cable, loop lead-in cable, splice boots and traffic signs, etc.
- Contractor shall supply all electrical supplies, and strain poles plus installation as outlined in this bid package. Poles are to be invoiced as a separate line item, with documentation showing cost. 5% markup is allowed for manufacturer delivery and handling.
- Contractor shall supply all loop wire (IMSA 51-5) and Loop Sealant needed (BONDO P-606), any substitutes to these Materials must have prior approval by the Division of Traffic Engineering.
- Contractor shall install all equipment and materials supplied by the LFUCG, Division of Traffic Engineering, and make all wiring connections according to plans provided.

- Bid quote shall be for with or without signal/sign tether.

Installation items shall be as follows:

- Two to Four Wood Poles (35-foot and/or 45-foot Class 4) Length of wood pole shall be determined by the LFUCG, Division of Traffic Engineering.
- Ten Traffic Signals (3, 4 and/or 5-section)
- Eight Pedestrian Signals (Pedestal Mount or Pole Mount)
- Eight Pedestrian Push Buttons with pedestrian push button signs
- One Controller Cabinet Base
- One Controller cabinet
- Four Presence Loops
- One Electrical Service W/ 30-amp. Breaker Type Disconnect (No Substitutes), as outlined in bid.
- One Conduit for Communications, as outlined in bid.
- Four overhead signs
- Up to 4 LED Street Name Signs
- All Span wire and Hardware
- All Signal Cable, Loop Feeder, Splice Boots, etc. associated with the complete installation.
- Four (4) to Eight (8) down-guys (sidewalk type and/or standard type).
- Two to Four Overhead Sensors
- One (1) Observation Camera

**Item 95. Install complete Flasher Signalized Intersection and make all wiring connections and terminations (Installation using wood poles). (LS)**

- LFUCG shall supply all traffic signal equipment, traffic Signals with mounting hardware, signal cable, splice boots and traffic signs.
- Contractor shall supply all electrical supplies, pole line hardware, and wood poles as outlined in bid package.
- Contractor shall install all equipment and materials supplied by the LFUCG, Division of Traffic Engineering, and make all wiring connections according to plans provided.
- Bid quote shall be for with or without signal/sign tether, and Pick-up if needed.

Installation items shall be as follows:

- Two to Four (2 to 4) Wood Poles (35-foot and/or 45-foot Class 4) (Length of wood pole shall be determined by the LFUCG, Division of Traffic Engineering).
- Six to Eight (6 to 8) 12-inch Signal Sections
- One (1) Pole Mount Flasher cabinet
- One (1) Electrical Service, as outlined in bid.
- One (1) 1&1/4" Conduit for signal cables.
- All overhead signs
- All Span wire and Hardware
- All Signal Cable, Loop Feeder, Splice Boots, etc. associated with the complete installation.
- Two to Four (2 to 4) down-guys (sidewalk type and/or standard type)

**Item 96. Install complete 5-Phase to 8-Phase Signalized Intersection and make all wiring connections and terminations (Installation Using Mast Arm Strain Poles) (LS)**

- LFUCG shall supply all traffic signal equipment: Traffic Signals w/mounting hardware, video detection cameras w/power cables and Coaxial Cable, signal cable, loop lead-in cable, and traffic signs w/mounting hardware, etc.
- Contractor shall supply all electrical supplies, up to five (5) junction boxes, and mast arm strain poles plus installation as outlined in this bid package. Junction boxes will be one (1) Junction box type A at each mast arm pole and one (1) junction box type C at the controller cabinet.
- Poles are to be invoiced as a separate line item, with documentation showing cost. 5% markup is allowed for manufacturer delivery and handling.
- Contractor shall supply all loop wire (IMSA 51-5) and Loop Sealant needed (BONDO P-606), any substitutes to these Materials must have prior approval by the Division of Traffic Engineering.
- Contractor shall install all equipment and materials supplied by the LFUCG, Division of Traffic Engineering, and make all wiring connections according to plans provided.

Installation items shall be as follows:

- Three (3) to Four (4) Mast Arm Strain Poles
- Ten Traffic Signals (3, 4 and/or 5-section)
- Up to 4 LED Street Name Signs
- Eight Pedestrian Signals (Pedestal Mount or Pole Mount)
- Eight Pedestrian Push Button Signs
- One Controller Cabinet Base
- One Controller cabinet
- Four Presence Loops
- One Electrical Service W/Disconnect (Breaker Type, No Substitutes)
- One Conduit for Communications
- Four junction boxes as marked on signal plans
- Four overhead signs
- All Span wire and Hardware
- All Signal Cable, Loop Feeder, etc. associated with the complete installation.
- Two to Four Overhead Sensors
- Four (4) 2" HDPE between each Mast Arm Strain Pole and nearest junction box.
- The controller junction box shall be Type C with one (1) 3" HDPE conduit, four (4) 2" HDPE conduit, and two (2) 1" conduit stubbed from cabinet junction box to the cabinet.
- Install up to 1,200-feet of 2-inch HDPE conduit by boring without additional costs.
- One (1) Observation Camera provided and installed.

**Item 97. Install complete 8-Phase Signalized Intersection and make all wiring connections and terminations (Installation Using Double Mast Arm Strain Poles). (LS)**

- LFUCG shall supply all traffic signal equipment: Traffic Signals w/mounting hardware, video detection cameras w/power cables and Coaxial Cable, signal cable, loop lead-in cable and traffic signs w/mounting hardware, etc.

- Contractor shall supply all electrical supplies, up to four (4) junction boxes, and mast arm strain poles plus installation as outlined in this bid package.
- Poles are to be invoiced as a separate line item, with documentation showing cost. 5% markup is allowed for manufacturer delivery and handling.
- Contractor shall supply all loop wire (IMSA 51-5) and Loop Sealant needed (BONDO P-606), any substitutes to these materials must have prior approval by the Division of Traffic Engineering.
- Contractor shall install all equipment and materials supplied by the LFUCG, Division of Traffic Engineering, and make all wiring connections according to plans provided.

Installation items shall be as follows:

- One to Two (1 or 2) Double Mast Arm Strain Poles
- Ten Traffic Signals (3, 4 and/or 5-section)
- Up to 4 LED Street Name signs
- Eight Pedestrian Signals (Pedestal Mount or Pole Mount)
- Eight Pedestrian Push Button Signs
- One Controller Cabinet Base
- One Controller cabinet
- Four Presence Loops
- One Electrical Service W/Disconnect (Breaker Type, No Substitutes), as outlined in bid
- One Conduit for Communications, as outlined in bid
- Four junction boxes as marked on signal plans
- Four overhead signs
- All Span wire and Hardware
- All Signal Cable, Loop Feeder, etc. associated with the complete installation.
- Two to Four Overhead Sensors
- Four (4) 2" HDPE between each Mast Arm Strain Pole and nearest junction box.
- The controller junction box shall be Type C with one (1) 3" HDPE conduit, four (4) 2" HDPE conduit, and two (2) 1" conduit stubbed from cabinet junction box to the cabinet.
- Install up to 1,200-feet of 2-inch HDPE Conduit by boring without additional costs.
- One (1) Observation Camera

**Item 98. Provide and Install Mast Arm Strain Pole (see specifications). (EACH)**

- When the vendor purchases mast arm strain poles for the Division of Traffic Engineering they shall provide the Division of Traffic Engineering with documentation showing the mast strain poles they purchased meet the required specifications in this contract.
- Contractor shall provide all materials and equipment. Strain pole specifications may vary depending on the location and use.
- Poles are to be invoiced as a separate line item, with documentation showing cost. 5% markup is allowed for manufacturer delivery and handling.
- Specifications shall be determined by the Division of Traffic Engineering.



Item 99. Provide and Install Double Mast Arm Strain Pole (see specifications). (EACH)

- When the vendor purchases double mast arm strain poles for the Division of Traffic Engineering they shall provide the Division of Traffic Engineering with documentation showing the mast strain poles they purchased meet the required specifications in this contract.
- Poles are to be invoiced as a separate line item, with documentation showing cost. 5% markup is allowed for manufacturer delivery and handling.
- Contractor shall provide all materials and equipment.

Item 100. Demolish 5 to 8-phase signalized intersection. (LS)

- Remove all old traffic signal equipment and drop off (as directed by Traffic Engineering) at Operational Adjustment Center.
- Discard all unusable materials as directed by traffic engineering.
- Reduce all old concrete pads to below grade level (up to four (strain pole base, base mount controller cabinet base, up to four pedestrian signal pedestal bases)
- Provide necessary equipment/materials, concrete, soil, seed, straw to restore area to original condition.

## On-Call and On-Call First Response

1. For on-call first response, the Contractor shall have two electricians on call when directed by the Construction supervisor. These individuals shall be located in the district when they are on-call. These individuals shall attend Cabinet training that will familiarize them with the procedures and responsibilities of these individuals during the on-call time.
2. The Contractor shall have a utility truck per individual and shall have one bucket truck located in the District while these individuals are on call. **The vehicles shall be incidental to the bid items for On-Call and On-Call First Response.**
3. If the Contractor is called out to a traffic signal, it is their responsibility to repair the signal back to its original state. If there is no power to the signal or it takes the Contractor longer than three hours on one signal, the contractor shall notify the Construction Supervisor (or his designee) that the signal could not be repaired and must provide the status of the signal. The Construction supervisor will give instructions of how they prefer to be notified when there is a problem with a signal. If the traffic signal pole or cabinet has been destroyed, the contractor shall notify the Construction Supervisor to initiate the proper procedures to complete necessary repair work.
4. The Construction Supervisor shall be responsible for verifying contractor response time and work quality for on-call work. Field inspections will be used to perform this supervision.
5. If a traffic signal pole or cabinet has been destroyed, the Construction Supervisor will notify the contractor to send a crew for emergency work. If the power is not working, the Construction Supervisor will advise the contractor on how to proceed.
6. If the contractor is required to work on a weekend, the Construction Supervisor will inform the contractor 2 days in advance. The weekends shall include Friday night, Saturday, and Sunday. If it is not a weekend the Construction supervisor will contact the Contractor 24 hours in advance.

### Item 101. On-Call (HOUR)

A maximum hourly rate has been set for this line item. This item shall be the price for the contractor to put one electrician on-call per hour. The unit price shall not exceed \$10.00 per electrician per hour. This contract requires two electricians to be on-call if the Construction supervisor puts the Contractor on-call. On-call status requires that employees be present in the district. All expenses such as hotel and meals shall be incidental. Work vehicles shall be incidental to this item. Labor and equipment hours (Lines 1-11) shall not be billed for any individual utilizing the on-call bid item.

### Item 102. On-Call First Response with Service Vehicle (HOUR)

This item shall be a pay item and added upon award. The hourly rate for this line item shall be the vendor's price for line item 1 + 5% + the bid price for line item 4.

This item shall include the price for one electrician per hour to troubleshoot and repair a traffic signal. This also shall cover the individual having a utility truck. This paid item should be used initially for both electrician if they do on-call first response. There shall be only 1 bucket truck per two-man crew. Work vehicles shall be incidental to this item. Labor and equipment hours (Lines 1-11) shall not be billed for any individual providing on-call bid item.

**Item 103. On-Call First Response with Bucket Truck (HOUR)**

This item shall be a pay item and added upon award. The hourly rate for this line item shall be the vendor's price for line item 1 + 5% + the bid price for line item 5.

This item shall include the price for one electrician per hour to troubleshoot and repair a traffic signal. This also shall cover the individual having a bucket truck. This item will be only used when a bucket truck is required to do overhead maintenance. There shall be only 1 bucket truck per two-man crew. Labor and equipment hours (Lines 1-11) shall not be billed for any individual providing on-call bid item.

**Item 104. Furnish and Install 1 1/4" Rigid Steel Directional Boring (LF)**

**Item 105. Furnish and Install 1 1/4" HDPE Directional Boring (LF)**

Response Time

See Section 1.00 Response Time for routine work and emergency work specifications. The Vendor agrees that when response is not made within the contracted due date, one percent (1%) per day shall be deducted from the vendor's invoice for each day the vendor fails to meet the contracted delivery date.

Inspection

All supplies, equipment and services shall be subject to inspection or tests by LFUCG prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, LFUCG shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

**Special Notes to Bidder:**

All equipment must be new and current model(s).

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the LFUCG Division of Procurement. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the LFUCG Division of Procurement.

No shipments or services are authorized until an official purchase order has been fully processed.

LFUCG reserves the right to add new and similar items, with the consent of the vendor, to the contract.

Please submit requested certifications with your bid.

Please log in to your lonwave account to submit pricing under the line items tab. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab.

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION  
Bid # 138-2024 Traffic Signal Maintenance**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Renewals

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

## Deductibles and Self-Insured Programs

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

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

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

## Safety and Loss Control

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

## Verification of Coverage

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

## Right to Review, Audit and Inspect

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

## **DEFAULT**

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

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

00470806



**December 19, 2023**

**Evidence of Authority to Sign**

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott A. Navis', written over a light blue circular stamp.

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





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

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

### **Subcontractor and Supplier Diversity and Inclusion Policy**

#### **Mission Statement**

The Davis H. Elliot Company, Inc. (Elliot) strives to create an environment that promotes meaningful business opportunities, showcase viable M/W/DBE firm capabilities, build productive partnerships and exercise effective program management, targeted towards successful integration of M/W/DBE firms within the business structure of the Markets where we work.

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

#### **Disabled, Minority and Women Business Enterprises**

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



Davis H. Elliot Construction Company, Inc.

673 Blue Sky Parkway

Lexington, KY 40509

Phone: 859-263-5148

Fax: 859-263-5486

[www.dhec.com](http://www.dhec.com)

**Diverse Suppliers:**

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Lexington, KY 40509

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## 2nd Tier Diverse Suppliers

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

# Affirmative Action Plan



## 2024-2025

Davis H. Elliot is an electrical contractor with approximately 3,100 employees. Our primary services include the construction and maintenance of overhead and underground distribution lines for investor-owned utilities, municipalities, and cooperatives.

Our current workforce in Kentucky, which stands at approximately 1,125 employees, includes 38 minorities, representing 3.4% of our total workforce. This is a significant improvement from the 15 minorities reported in 2022, and we are committed to further increasing our diversity to better reflect the communities around us. In the past two years, we have added 29 female workers to our payroll, doubling our female employee count from 2022.

To achieve success, we believe in establishing clear goals, communicating them effectively, and tracking our performance against those targets. Given the nature of our business, it is challenging to predict growth in any specific geographic market since utility contracts often have no volume guarantees, and we also bid on individual projects.

For planning purposes, we assume our Kentucky workforce will remain at its current level for the period 2024–2025. Based on historical trends, we project annual turnover as follows:

- 5% in Officials and Managers and Professional categories
- 10% in Clerical positions
- 20% in skilled positions
- 30% in semi-skilled positions
- 50% in entry-level laborer positions

Based on our projections, we anticipate over 700 job openings over the next four years, starting in 2025. Our specific goal is to hire at least 35 minorities by the end of 2029, which will contribute to a more representative workforce.

At Davis H. Elliot, we are unwavering in our commitment to addressing the underrepresentation of minorities and increasing the representation of females in Kentucky. We actively promote job openings through job fairs, local high schools, and lineman/trade schools. While we have made progress in minority hiring, we also recognize the importance of internal growth.

Sincerely,

A handwritten signature in blue ink that reads 'Clint Lester'.

**Clint Lester**

Director, HR & Risk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2024

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

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

<b>PRODUCER</b> Scott Insurance (Knoxville, TN) 10100 Global Way Knoxville TN 37932	<b>CONTACT NAME:</b> Melanie Hackworth <b>PHONE (A/C No. Ext):</b> 434-832-2295 <b>E-MAIL ADDRESS:</b> mhackworth@scottins.com		<b>FAX (A/C, No):</b> 434-455-8851
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Davis H. Elliot Company, Inc. and Its Subsidiaries Davis H. Elliot Construction Company, Inc. P.O. Box 12108 Lexington KY 40580	<b>INSURER A:</b> The Travelers Indemnity Company (A++)		<b>NAIC #</b> 25658
	<b>INSURER B:</b> Markel American Insurance Company (A)		28932
	<b>INSURER C:</b> Travelers Property Casualty Company of America (A+)		25674
	<b>INSURER D:</b> Travelers Casualty Company of Connecticut (A++)		36170
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 2040898360

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VTC2K-CO-4R630946-IND-24	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VTC2K-CAP-4R630958-TIL-24	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-4R630971-24-25	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-2Y789727-24-25-K	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Equipment			MKLM7IM0055053	7/1/2024	7/1/2025	Per Item \$750,000
B	Installation Floater			MKLM7IM0055053	7/1/2024	7/1/2025	Per Jobsite \$1,500,000

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

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

Sample  
For Bid Purposes  
Only KY xxxxx

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

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

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

**ADDITIONAL REMARKS**

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

Sample to show evidence of coverage

LFUCG - BID FORM

#138-2024  
10/16/2023

Item #	Description	QTY	UNIT	UNIT PRICE	EXTENDED
01	Electrician		HR	\$ 95.00	\$ -
02	Laborer		HR	\$ 60.00	\$ -
03	Equipment Operator		HR	\$ 80.00	\$ -
04	Equipment - General		HR	NO BID	
05	Service Vehicle		HR	\$ 42.00	\$ -
06	30' Bucket Truck		HR	\$ 42.00	\$ -
07	50' Bucket Truck		HR	\$ 42.00	\$ -
08	Skid Steer Loader		HR	\$ 30.00	\$ -
09	Flatbed Truck		HR	\$ 42.00	\$ -
10	Air Compressor		HR	\$ 30.00	\$ -
11	Aerial Lift Device		HR	\$ 42.00	\$ -
12	1.5 Ton Line Truck		HR	\$ 42.00	\$ -
13	Furnish & Install Rigid Steel Conduit - 3/4-inch to 1-inch		LF	\$ 15.68	\$ -
14	Furnish & Install Rigid Steel Conduit - 1.25-inch		LF	\$ 17.56	\$ -
15	Furnish & Install Rigid Steel Conduit - 2-inch		LF	\$ 19.76	\$ -
16	Furnish & Install Rigid Steel Conduit - 2.5-inch to 4-inch		LF	\$ 35.56	\$ -
17	Furnish & Install PVC Conduit 1/2-inch to 1-inch		LF	\$ 13.13	\$ -
18	Furnish & Install PVC Conduit 1.25-inch		LF	\$ 13.63	\$ -
19	Furnish & Install PVC Conduit 2-inch		LF	\$ 14.62	\$ -
20	Furnish & Install PVC Conduit 2.5-inch to 4-inch		LF	\$ 19.17	\$ -
21	Furnish & Install HDPE Conduit 1/2-inch to 1-inch		LF	\$ 12.39	\$ -
22	Furnish & Install HDPE Conduit 1.25-inch		LF	\$ 12.52	\$ -
23	Furnish & Install HDPE Conduit 2-inch		LF	\$ 13.08	\$ -
24	Furnish & Install HDPE Conduit 2.5-inch to 4-inch		LF	\$ 16.00	\$ -
25	Furnish & Install Conduit - 3/4-inch to 2-inch (Flex Wire or Cable - General)		LF	\$ 9.45	\$ -
26	Wire - #4 or Small (Not Loop Wire)		LF	\$ 0.75	\$ -
27	Wire - #2 or Larger		LF	\$ 0.75	\$ -
28	Wire - Loop Wire (IMSA 51-7)		LF	\$ 0.35	\$ -
29	Wire - Signal Cable (IMSA 19-1)		LF	\$ 1.15	\$ -
30	Wire - Loop Lead-In Cable (IMSA 19-2)		LF	\$ 1.15	\$ -
31	Cable - Mult-Conductor		LF	\$ 1.15	\$ -
32	Provide & Install Span Wire		LF	\$ 7.33	\$ -
33	Cabinet - Model 332 Base-Mt		EA	\$ 900.00	\$ -

34	Cabinet - Model 336 Pole-Mt		EA	\$ 900.00	\$ -
35	Cabinet - Lighting		EA	\$ 600.00	\$ -
36	Enclosure - Other (install only)		EA	\$ 900.00	\$ -
37	Provide & Install 35 foot, Class 4 Wood Pole (Emergency Work)		EA	\$ 1,515.00	\$ -
38	Provide & Install 45 foot, Class 4 Wood Pole (Emergency Work)		EA	\$ 1,620.00	\$ -
39	Provide & Install Steel Strain Pole (up to 45')		EA	\$ 8,660.00	\$ -
40	Install Steel Strain Pole (provided by LFUCG)		EA	\$ 8,660.00	\$ -
41	Provide & Install Steel Pole (46' to 120')		EA	\$ 11,050.00	\$ -
42	Provide & Install Mast Arm Pole		EA	NO BID	
43	Provide & Install Anchor Bolts		LS	\$ 175.00	\$ -
44	Provide & Install Standard Down Guy		EA	\$ 1,275.00	\$ -
45	Provide & Install Sidewalk Down Guy		EA	\$ 1,400.00	\$ -
46	Furnish & Install Base - Steel Pole (46' to 120')		EA	\$ 1,200.00	\$ -
47	Furnish & Install Base - Steel Strain Pole (up to 45')		EA	\$ 1,015.00	\$ -
48	Furnish & Install Base - Mast Arm Pole (up to 45')		EA	\$ 1,015.00	\$ -
49	Furnish & Install Base - Luminaire Pole (6' deep)		EA	\$ 1,315.00	\$ -
50	Furnish & Install Base - Pedestrian Pedestal (24"x24"x48")		EA	\$ 1,015.00	\$ -
51	Furnish & Install Base - Pad (Cabinet, Enclosure, or Tower)		EA	\$ 835.00	\$ -
52	Furnish & Install Concrete		CYD	\$ 250.00	\$ -
53	Install Traffic Signal Head		EA	\$ 300.00	\$ -
54	Install Pole-Mount Pedestrian Signal		EA	\$ 255.00	\$ -
55	Install Pedestal Mount Pedestrian Signal - 1-way		EA	\$ 255.00	\$ -
56	Install Pedestal Mount Pedestrian Signal - 2-way		EA	\$ 510.00	\$ -
57	Install Accessible Pedestrian Push-Button		EA	\$ 120.00	\$ -
58	Electrical Service (Signal)		LS	\$ 1,600.00	\$ -
59	Furnish & Install Lighting Electrical Service (120/240V)		LS	\$ 3,000.00	\$ -
60	Ground Rod - Signal		EA	\$ 60.00	\$ -
61	Ground Rod - Lighting Conventional		EA	\$ 60.00	\$ -
62	Transfer Switch		EA	\$ 1,262.50	\$ -
63	Furnish & Install Junction Box - Type B		EA	\$ 1,230.00	\$ -
64	Furnish & Install Junction Box - Type A		EA	\$ 1,560.00	\$ -
65	Furnish & Install Junction Box - Type C		EA	\$ 2,385.00	\$ -
66	Loop Saw Slot and Fill		LF	\$ 10.00	\$ -
67	Trenching and Backfilling		LF	\$ 5.00	\$ -
68	2" Rigid Steel Conduit - Roadway Crossing		LF	\$ 125.00	\$ -
69	3" to 4" Rigid Steel Conduit - Roadway Crossing		LF	\$ 125.00	\$ -
70	2" Rigid Steel Conduit - Directional Boring		LF	\$ 60.00	\$ -



71	3" to 4" Rigid Steel Conduit - Directional Boring		LF	\$ 60.00	\$ -
72	Trench - Rock Removal		LF	\$ 25.00	\$ -
73	Bore - Solid Rock		LF	\$ 50.00	\$ -
74	Install Sensor - Above Ground		EA	\$ 575.00	\$ -
75	Install Module		EA	\$ 575.00	\$ -
76	Install Sensor - In Pavement		EA	\$ 675.00	\$ -
77	Remove Sensor		EA	\$ 675.00	\$ -
78	Install Sign		EA	\$ 300.00	\$ -
79	Install Signal LED Module		EA	\$ 50.00	\$ -
80	Install Pedestrian Signal LED Module		EA	\$ 50.00	\$ -
81	Install Luminaire - Cobrahead or Offset		EA	\$ 180.00	\$ -
82	Install Luminaire - High Mast		EA	\$ 300.00	\$ -
83	Install Luminaire - Wall or Ceiling Mount		EA	\$ 300.00	\$ -
84	Provide & Install Luminaire Arm		EA	\$ 180.00	\$ -
85	Install Fused Connector		EA	\$ 60.00	\$ -
86	Replacement of Luminaire Lamp		EA	\$ 12.00	\$ -
87	Furnish & Install Sod		SF	\$ 25.00	\$ -
88	Furnish & Install AC or Solar School Flasher		EA	\$ 7,500.00	\$ -
89	Install AC or Solar School Flasher (provided by LFUCG)		EA	\$ 7,500.00	\$ -
90	Furnish & Install AC or Solar Blinker Sign		EA	\$ 7,500.00	\$ -
91	Relocate Solar Blinker Sign or RRFB Pedestal		EA	\$ 7,500.00	\$ -
92	2" HDPE Conduits		LF	NO BID	
93	Install 5-phase to 8-phase Signalized Intersection (stain pole installation)		LS	\$ 68,325.00	\$ -
94	Install 5-phase to 8-phase Signalized Intersection (wood pole installation)		LS	\$ 50,040.00	\$ -
95	Install Flasher Signalized Intersection (wood pole installation)		LS	\$ 26,255.00	\$ -
96	Install 5-phase to 8-phase Signalized Intersection (single mast arm installation)		LS	\$ 92,670.00	\$ -
97	Install 8-phase Signalized Intersection (double mast arm installation)		LS	\$ 79,130.00	\$ -
98	Provide & Install Mast Arm Pole (single arm)		EA	\$ 9,375.00	\$ -
99	Provide & Install Mast Arm Pole (double arm)		EA	\$ 10,170.00	\$ -
100	Demolish Intersection		LS	\$ 10,965.00	\$ -
101	On-Call		HR	\$ 10.00	\$ -
102	On-Call First Response w/ Service Vehicle		HR	\$ 140.25	\$ -
103	On-Call First Response w/ Bucket Truck		HR	\$ 140.25	\$ -
104	Furnish & Install Rigid Steel Conduit - 1.25-inch via Directional Boring		LF	\$ 55.00	\$ -
105	Furnish & Install HDPE Conduit - 1.25-inch via Directional Boring		LF	\$ 55.00	\$ -