### THE AMERICAN INSTITUTE OF ARCHITECTS

### AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Davis 673 Blue Sky Parkway, Lexington, KY 40509	H. Elliot Construction Company, Inc.
as Principal, hereinafter called the Principal, and Hartford Fin	e Insurance Company
One Hartford Plaza, Hartford, CT 06155	
a corporation duly organized under the laws of the State of	СТ
as Surety, hereinafter called the Surety, are held and firmly be	Dund unto Lexington-Fayette Urban County Government of Traffic Engineering, 101 East Vine Street, Suite 300, Lexington, KY 40507
as Obligee, hereinafter called the Obligee, in the sum of	ive Percent of Amount Bid
	Dollars (\$ 5% ),
for the payment of which sum well and truly to be made, the executors, administrators, successors and assigns, jointly and	
WHEREAS, the Principal has submitted a bid for Fiber Optic	Pathway and Cable Installation, P02-628-0900022383, Bid
#7-2012	
NOW, THEREFORE, if the Obligee shall accept the bid of the Obligee in accordance with the terms of such bid, and give Contract Documents with good and sufficient surety for the payment of labor and materials furnished in the prosecution such Contract and give such bond or bonds, if the Principal penalty hereof between the amount specified in said bid and contract with another party to perform the Work covered by sto remain in full force and effect.	ve such bond or bonds as may be specified in the bidding or a faithful performance of such Contract and for the prompt thereof, or in the event of the failure of the Principal to enter all shall pay to the Obligee the difference not to exceed the such larger amount for which the Obligee may in good faith
Signed and sealed this 14th day of	February , 2012
SUSAN KLEINDL (Witness) ASSISTANT SECRETARY	Davis H. Elliot Construction Company, Inc.  (Principal) (Seal)  By: VICE PRESIDENT  KEITH SIMPSON (Title)
Sarah Olejarz (Witness)	Hartford Fire Insurance Company (Surety) (Seal)  By: Attorney-in-Fact Theresa S. Stump (Title)

### POWER OF ATTORNEY

Direct Inquiries/Claims to:

### THE HARTFORD

Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
ali: 888-266-3488 or fax: 860-757-58

Hartford, Connecticut 06155 call: 888-266-3488 or fax: 860-757-5835 Agency Code: 14-730214 & 14-730836

VUOM YEE LEKSONS	ВY	IMESE PRESENTS THAT:
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X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
Х	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

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

É. Bruce Wilsie, Theresa S. Stump, Deanna W. Sparks, Sherrie B. Denison, Matthew D. Kerr III, Vickie H. Bibee, Bethany Murphy of Roanoke VA, Robert M. Coon, Susan F. Westbrook, Linda P. Greenway of Greensboro NC, Latimer Williams, Tambri Doby of Charlotte NC, R. Hutcheson Mauck Jr., Mike Philhower, Stacey W. Hall of Richmond VA, Windy Lebbad of Raleigh NC, William B. San Soucie, Joanna M. Carson, Lindsey M. DeJarnette, Stephen B. Dolin, Cary A. McFadden, Cara Brown of Lynchburg VA

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12, 2000, July 21, 2003, or January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 11th day of August, 2011, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that (s)he resides in the County of Hartford, State of Connecticut; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

CERTIFICATE

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2013

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 14, 2012.

Signed and sealed at the City of Hartford.

















Gary W. Stumper, Assistant Vice President



### Lexington-Fayette Urban County Government DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray Mayor Jane C. Driskell Commissioner

### **ADDENDUM #1**

Bid Number: #7-2012

Date: February 1, 2012

Subject: Fiber Optic Pathway and Cable Installation

Address inquiries to: Todd Slatin

(859) 258-3320

### **TO ALL PROSPECTIVE BIDDERS:**

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

1. The pre-bid meeting will be held at 10:00 AM on Monday, February 6<sup>th</sup> in the 3<sup>rd</sup> floor Purchasing Conference Room in the Government Center at 200 East Main Street Lexington, KY 40507.

Brian Marcum, Director Division of Central Purchasing

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 Bid.

BID OF: Davis H. Elliot Construction Company, Inc.

ADDRESS: 673 Blue Sky Parkway, Lexington, KY 40509

SIGNATURE OF BIDDER:



### Lexington-Fayette Urban County Government DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray Mayor Jane C. Driskell Commissioner

### **ADDENDUM #2**

Bid Number: #7-2012 Date: February 9, 2012

Subject: Fiber Optic Pathway and Cable Installation

Address inquiries to: Todd Slatin

(859) 258-3320

### TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications as a result of the pre-bid meeting to the above referenced bid:

- 1. KYTC R/W permits have been obtained by LFUCG along with a stream crossing permit from KYDOW. The contractor is responsible for abiding by those requirements and must also obtain Local R/W and Water Quality Permits from Eng and WQ.
- 2. Depth of conduit should be per the plan specs, 30" parallel to roadways and 42" for crossings. Variations may be accepted based on site specific conditions.
- 3. Time to completion: 150 calendar days from notice to proceed. No extensions due to funding constraints.
- 4. Liquidated damages will be \$500 per day 150 days after the notice to proceed is issued(SC-10).
- 5. Should fiber be pulled by the contractor, every attempt will be made to minimize major splices. LFUCG personnel will be on-site to review proposed/required splice locations. Splice points will be determined and agreed upon between the Contractor and TE Staff. Bidders should assume **No Major Splices** along each Area.
- 6. Splice cases will be provided by the LFUCG as part of the final connections of fiber and/or at each signal location.

- 7. LFUCG will perform before and after OTDR shots for acceptance testing purposes.
- 8. Traffic Engineering staff will be on the site periodically, the selected contractor will be required to submit a proposed work schedule to Traffic Engineering.
- 9. This is a federally funded project, labor wage rates, bid bonds, performance/payment bonds and reporting will be required. See attached revised federal wage rates "Federal Wage Rates 1-20-12.pdf".

Brian Marcum, Director Division of Central Purchasing

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 Bid.

BID OF: Dav	vis H. Elliot Construction Company, Inc.	
ADDRESS:	673 Blue Sky Parkway, Lexington, KY 40509	
SIGNATURE C	OF BIDDER:	



### Lexington-Fayette Urban County Government DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray Mayor Jane C. Driskell Commissioner

### **ADDENDUM #3**

Bid Number: #7-2012

Date: February 10, 2012

Subject: Fiber Optic Pathway and Cable Installation

Address inquiries to: Todd Slatin (859) 258-3320

### TO ALL PROSPECTIVE BIDDERS:

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

1. Corning Altos 72-count, loose tube, non-gel, outside plant rated cable must be used for this project. In the event that the selected contractor can not obtain the required quantity of this cable in a timely fashion due to manufacturing lead time, the Division of Traffic Engineering will make this cable available from it's own inventory. Language will be added to the contact governing the use of LFUCG materials and the replacement of this material by the selected contractor.

Brian Marcum, Director Division of Central Purchasing

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 Bid.

BID OF: DAVIS H. ELLIOT CONSTRUCTION COMPANY, INC.

ADDRESS: 673 Blue Sky Parkway, Lexington, KY 40509

SIGNATURE OF BIDDER:

### PO2-628-0900022383 Fiber Optic Cable Project

BID #7-2012 - FIBER-OPTIC PATHWAY AND CABLE INSTALLATION

### Lexington-Fayette Urban County Government

### Cover Sheet & Table of Contents

PART I - ADVERTISEMENT FOR BIDS

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PART VI - CONTRACT AGREEMENT

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PART VIII - TECHNICAL SPECIFICATIONS AND PROJECT DETAILS

PART IX - FEDERAL AND STATE CONTRACT NOTES

PART X - CERTIFICATIONS

PART A CONSTRUCTION PLANS:

- COVER & TYPICALS

- TATES CREEK ROAD

- MAN O' WAR BLVD

- NORTH BROADWAY

Set #8

Digital Planroom

Www.lynnimaging.com

### PART III

### FORM OF PROPOSAL

### INDEX

	1.	FORM OF PROPOSAL
	2.	LEGAL STATUS OF BIDDER
	3	BIDDERS AFFIDAVIT
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	5.	STATEMENT OF BIDDER'S QUALIFICATIONS
	6.	LIST OF PROPOSED SUBCONTRACTORS
ė fr	7.	AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST
ŗ	8.	STATEMENT OF EXPERIENCE
	9.	EQUAL OPPORTUNITY AGREEMENT
	10.	EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY
	***	EVIDENCE OF INSURABILITY
	12.	DEBARRED FIRMS
	NOTE:	
		MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THE OF INSURABILITY" FORM (LOCATED AT THE END OF PART III) IS NOT

PROVIDED.

# PART III 2011 FORM OF PROPOSAL Place: Lexington, Kentucky Date: Feb. 14, 2012 The following Form of Proposal shall be followed exactly in submitting a proposal for this Work. This Proposal Submitted by Davis H. Elliot Construction Company, Inc. 673 Blue Sky Parkway, Lexington, KY 40509 (Name and Address of Bidding Contractor) (Hereinafter called "Bidder"), organized and existing under the laws of the State of VA doing business as A Corporation "a corporation" a partnership", or an "individual" as applicable To: Lexington-Fayette Urban County Government

(Hereinafter called "OWNER"

200 East Main Street, Room 338

Lexington, KY 40507

Office of the Director of Central Purchasing

### Gentlemen:

The bidder, in compliance with your Invitation for Bids for the Fiber-Optic Pathway and Cable Installation Project, Lexington, Kentucky, having examined the Plans and Specifications with related documents, having examined the site(s) for proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construction the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within One Hundred - Fifty (150) calendar days.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No Date	2/1/2012	Addendum No Date	American de Completion of the State of the S
Addendum No. 2 Date	2/9/2012	Addendum No Date	
Addendum No Date	2/10/2012	Addendum No Date	And the second s
Addendum No Date	b	Addendum No Date	

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

### LEGAL STATUS OF BIDDER

Bidder	Davis H.	Elliot	Construc	ction Comp	any, I	nc.	1000 ENERGY 100 P	**************************************		
Date_	Feb. 14,	2012		oado umas, aster nos 6000 listo mozonosco y popogia y usi se	procedular-services de histories (1999) de la	والمعصوب عصر والمعارض	Manual Security & Security Security			
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<sup>\*(</sup>The Bidder shall fill out the appropriate form and strike out the other two.)

### BIDDERS AFFIDAVIT

Come	s the Affiant, Keith Simpson , and after being first duly
sworn,	states under penalty of perjury as follows:
1.	His/her name is Keith Simpson
	and he/she is the individual submitting the bid or is the authorized representative of
	Davis H. Elliot Construction Company, Inc. , the
	entity submitting the bid (hereinafter referred to as "Bidder").
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County
	Government at the time the bid is submitted, prior to award of the contract and will
	maintain a "current" status in regard to those taxes and fees during the life of the contract.
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if
	applicable, prior to award of the contract.
4,	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned
	information with the Division of Revenue and to disclose to the Urban County Council
	that taxes and/or fees are delinquent or that a business license has not been obtained.
5.	Bidder has not knowingly violated any provision of the campaigh 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 the "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect
	to conduct or to circumstances described by a statute or ordinance defining an offense, that
	a person is aware or should have been aware that his conduct is of that nature or that the
	circumstance exists.

Further, Affiant sayeth naught.

Keith Simpson, Vice President

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by

Keith Simpson on this the 14 day of Feb. 20 12

My Commission expires:

June 20, 2013

Legal Klein Ll

NOTARY PUBLIC, STATE AT LARGE, KY

\*For AREA #1 and AREA #2, Bid ONLY one alternate.

AREA #1 - MOW Blvd (Tates Creek to Nicholasville Road)				And the same of th
ALTERNATE #1				
Item	Unit	Estimate	Unit Price	Cost
1. Provide & Install 2-inch Innerduct Conduit	Feet	9,040		1
Provide & Install Communications Junction     Box	Ea	16		
5. Provide & Install Drop to Cabinet	Ea	4		
9. Creek Bore	Ea	1		
Total				
ALTERNATE #2	Unit	Estimate	Unit Price	Cost
<ol> <li>Provide &amp; Install 2-inch Innerduct Conduit</li> <li>Provide &amp; Install Communications Junction</li> </ol>	Feet	8,720	11.75	102,460.00
Box	Ea	16	868.75	13,900.00
5. Provide & Install Drop to Cabinet	Ea	4	500.00	2,000.00
4. Provide & Install Transition	Ea	2	250.00	500.00
6. Provide & Install Span Wire	Feet	240	3.00	720.00
3. Provide & Install Wood Pole	Ea	2	2,137.50	4,275.00
Total				123,855.00
AREA #1 - ADD ALTERNATE	Unit	Estimate	Unit Price	Cost
7. Provide & Install Fiber-Optic Cable	Feet	11,775	3.24	38,151.00
8. Provide & Install Fiber Installation Kit	Ea	4	500.00	2,000.00
Total				40,151.00

AREA #2 - Tates Creek Road (Man o' War Blvd to New Circle Road)				7
ALTERNATE #1				
Item	Unit	Estimate	Unit Price	Cost
Provide & Install 2-inch Innerduct Conduit	Feet	8,700		
Provide & Install Communications Junction     Box	Ea	16		
5. Provide & Install Drop to Cabinet	Ea	5		
9. Creek Bore	Lump	4		
Total				
ALTERNATE #2	Unit	Estimate	Unit Price	Cost
1. Provide & Install 2-inch Innerduct Conduit	Feet	8,460	12.00	101,520.00
Provide & Install Communications Junction     Box	Ea	16	900.00	14,400.00
5. Provide & Install Drop to Cabinet	Ea	5	250.00	1,250.00
4. Provide & Install Transition	Ea	2	250.00	500.00
6. Provide & Install Span Wire	Feet	240	3.00	720.00
3. Provide & Install Wood Pole	Ea	2 *	1,980.00	3,960.00
Total				122,350.00
AREA #2 - ADD ALTERNATE	Unit	Estimate	Unit Price	Cost
7. Provide & Install Fiber-Optic Cable	Feet	9,150	3.95	36,142.50
8. Provide & Install Fiber Installation Kit	Ea	5	500.00	2,500.00
Total				38,642.50

AREA #3 - North Broadway (New Circle to Old Paris Pike)				
Item	Unit	Estimate	Unit Price	Cost
Provide & Install 2-inch Innerduct Conduit	Feet	7,790	15.25	118,797.50
Provide & Install Communications Junction     Box	Ea	19	1,010.25	19,194.75
5. Provide & Install Drop to Cabinet	Ea	4	508.00	2,032.00
Total				140,024.25
AREA #3 - ADD ALTERNATE	Unit	Estimate	Unit Price	Cost
7. Provide & Install Fiber-Optic Cable	Feet	8,390	4.43	37,167.70
8. Provide & Install Fiber Installation Kit	Ea	4	500.00	2,000.00
Total				39,167.70

*For AREA #1 and AREA #2, Bid ONLY one alternate.  AREA #1 - MOW Blvd (Tates Creek to Nicholasville Road)			
ATERNATE # 2	BID	123,855.00	
AREA #2 - Tates Creek Road (Man o' War Blvd to New Circle Road)			
ATERNATE #2	BID	122,350.00	
AREA #3 - North Broadway (New Circle to Old Paris Pike)			ī
	BID	140,024.25	6
PATHWAY - TOTAL BID		386,229.25	
AREA #1 - MOW Blvd (Tates Creek to Nicholasville Road)			<u></u>
ADD ALTERNATE	BID	40,151.00	
AREA #2 - Tates Creek Road (Man o' War Blvd to New Circle Road)			1922
ADD ALTERNATE	BID	38,642.50	
AREA #3 - North Broadway (New Circle to Old Paris Pike)			<u>@i</u>
ADD ALTERNATE	BID	39,167.70	1257
FIBER-OPTIC INSTALL- TOTAL BID		117,961.20	

Unit Price Bid shall be based upon the CONTRACTOR'S take-off.
Respectfully Submitted,
BY: Davis H. Elliot Construction Company, Inc. (NAME OF FIRM)
DATE: Feb. 14, 2012
BY: Kath Sign
TTTLE: Keith Simpson, Vice President
OFFICIAL ADDRESS AND PHONE NUMBER:
673 Blue Sky Parkway
Lexingnton, KY 40509
Phone: 859-263-5148

(Seal if Bid is by Corporation)

by signing this form you agree to all of the terms and associated forms.

### STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the bidder's qualifications is required to be filled in, executed, and submitted with the Proposal: Davis H. Elliot Construction Company, Inc. 1. Name of Bidder: 673 Blue Sky Parkway, Lexington, KY 40509 2. Permanent Place of Business: 1946 3. When Organized: 4. 1946 Where Incorporated: 5. Construction Plant and Equipment Available for this Project: see attached Equipment List (Attach Separate Sheet If Necessary) б. Financial Condition: If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening. rigi In the event the Contract is awarded to the undersigned, surety bonds will be furnished by: Hartford Fire Insurance Company (Surety) Signed: (Representative of Surety) The following is a list of similar projects performed by the bidder: (Attach separate sheet if 8. necessary).

NAME Tennessee Dept of Transportation	<u>LOCATION</u>	CONTRACT SUM
Carter CNJ012	Elizabethton, TN	\$ 354,450.00
Tennessee Dept of Transportation		The state of the s
Sullivan CNJ015	Bristol, TN	\$ 515,035.00
NC Dept of Transportation	Mecklenburg, NC	\$649,967.00
The bidder has now under contract at	and bonded the following proje	
West VA Dept of Transportation	AUCAS I VIII	CONTRACT SUM
Krause Drive Traffic Sig Renov	Ohio Co., WV	79,442.70
West VA Dept of Transportation		
US Roadway Lighting South River EMC	Ohio Co., WV	588,438.00
115kV Transmission Line	North Carolina	2,189,781.00
City of Clarksville Dept of Elec.	North Address of the Control of the	
Clarksville Primary Substation Bk	l Clarksville, TN	167,590.00
City of Clarksville Dept of Elec.		And the second s
Clarksville District Substation	Clarksville, TN	1,098.400.00
City of Elizabethton, TN		
Hatcher to Hampton Transmission L Charles Deweese Construction	ine Elizabethton, TN  Lexington, KY	3,495,700.00
LFUCG Streetscape Project List Key bidder Personnel who will w		493,011.00
NAME	POSITION DESCRIPTIO	NO. OF YEARS WITH BIDDER
James Mink	Operations Mgr Traffic Div	see attached resum
Steve Vance	General Foreman Traffic Di	v see attached resum

9.

10.

11. DBE Participation on current bonded projects under contract:

SUBCONTRACTORS (LIST)	PROJECT (SPECIFIC TYPE)	<u>DBE</u>	MAJORITY
Toni Levy Associates, Inc.	Cable & Conduit	material suppl	lier
LyndCo, Inc.	Lighting	traffic contro	01
Shepaul Enterprises, Inc.	DMS signs	guardrail	K down bol (And M) / 4 G (d) / 4 D k down bol (And M) (G (and M)
	The state of the s	SSB addystaller to America seems.	
The American against the Company of	Quantition to the contract of		
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(USE AD	DITIONAL SHEETS IF NEC	CESSARY)	

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

### Respectfully submitted:

Davis H. Elliot Construction Company, Inc.

(Name of Contracting Firm)

TTTLE: Keith Simpson, Vice President

DATE Feb. 14, .20 12

### LIST OF PROPOSED SUBCONTRACTORS

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

BRANCH OF WORK - LIST EACH MAJOR ITEM	SUBCONTRACTOR	DBE
Such as: Grading, bituminous paving concrete, seeding and	3,	yes/no \$ of proposed work
protection, construction staking, etc.	BASE BID	
1. Material Supplier	Name: Toni Levy & Associates	yes \$25,300.17 6.5
	Address: 1608 W Broadway	(42,166,.95 x 60%)
	Louisville, KY 40203	
2.	_ Name:	
	Address:	
3Material Supplier	Add. Alternate	
3	Name: Toni Levy & Associates	yes \$21,321.55 18%
	1608 W Broadway	(\$35,535.86 x 60%)
	Address: Louisville, KY 40203	
4	Name:	
	Address:	
5	Name:	
	Address:	
5. <sub></sub>	Name:	
	Address:	
7	Name:	
	Address:	

### AUTHENTICATION OF BID AND STATEMENT OF

### NON-COLLUSION AND NON-CONFLICT OF INTEREST

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

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

### AUTHENTICATION OF BID AND STATEMENT OF

### NON-COLLUSION AND NON-CONFLICT OF INTEREST (continued)

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID.

Signed by	But I I
Firm	Davis H. Elliot Construction Company, Inc
Address_	673 Blue Sky Parkway
	Lexington, KY 40509
Telephone	859-263-5148
····	
Date	Feb. 14, 2012

### STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: David S. Haskins	,
POSITION/TITLE: President/CEO	
STATEMENT OF EXPERIENCE: Mr. Haskins has been President/CEO since	
January 2009 after serving as COO and Sr Vice President since 2008. He	previous
served as Vice President of Operations. He joined the Company in 1983.	
Mr. Haskins is a graduate of VMI.	
NAME OF INDIVIDUAL: Glenn F. Thomsen	·
POSITION/TITLE: Sr. Vice President/CFO; Secretary-Treasurer; EEO Officer	
STATEMENT OF EXPERIENCE: Mr. Thomsen has been Sr. Vice President/CFO s.	ince
January 2009, after serving as Controller, Treasurer and Vice President.	He
joined Elliot in 1997. Previously he worked for Union Pacific Corporation	on in
accounting. Mr. Thomsen is a graduate of Univ of Oregon, and a CPA.	
NAME OF INDIVIDUAL: Eric P. Minton	
POSITION/TITLE: Sr. Vice President/COO	
STATEMENT OF EXPERIENCE: Mr. Minton has been Sr. Vice President/COO si	nce
January 2009, after serving as Vice President for a number of years. He	joined
DHE in 2001 after his retirement from Kentucky Utilities. He is a gradua	ite of
the University of Ky.	

NAME OF INDIVIDUAL: Keith Simpson	
POSITION/TITLE: Vice President	
STATEMENT OF EXPERIENCE: Mr.Simpson	n has been Vice President since 2007 after
serving a variety of positions. He	oined DHE in 1993. Previously, he worked
for various electrical and mechanica Phoenix. ** Resume attached **	l contractors. He is a graduate of Univ of
NAME OF INDIVIDUAL: James Mink, Open	rations Mgr Traffic Division (resume attached)
POSITION/ITTLE: Steve Vance, Gene	eral Foreman Traffic Division (resume attached)
STATEMENT OF EXPERIENCE:	
ВУ	: Davis H. Elliot Construction Company, Inc. Name of Firm
DA	TE: Feb. 14, 2012
ВУ	Met I
TI	LE: Keith Simpson, Vice President

\* Include all officers, office management's, Affirmative Action officials, and field management

personnel. Attach separate sheets if necessary.

### **EQUAL OPPORTUNITY AGREEMENT**

### The Law

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

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

### Bidders

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women, V	jednam v	<b>/S</b> cans, hari	dicappe	d, and a	ged pers	ons.			-		
DUT	7	Simpson,	*********		Davis	3 H.	Elliot	Construc	tion (	Company,	Inc
Signature	Keith	Simpson,	Vice	Presi	dent	Nam	e of Busi	nes		Description and authority of the state of the second of second	******

### EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Davis H. Elliot Const.	ruction Company, Inc.	to
assure that all applicants for employment and all without regard to their race, religion, sex, color, h	employees are treated on a fair and equitable basis nandicap, natural origin or age.	
* * · *	n, demotion, recruitment or recruitment advertising, s of compensation, and selection for training, whether	<b>2</b>
	al recruitment efforts to hire the protected class wher all applicable federal, state, and local laws relating to ls.	
2	opointed Equal Employment Compliance (EEOC) wering of questions in regards to this company polic te EEOC Officer may be reached by calling	у,
	Davis H. Elliot Construction Compan	y, Inc
Sig	nature: Hath Sign	TO HAMPING FALLow, and
	(Bidding Contractor)	
Titl	e: Keith Simpson, Vice President	· Annancoura de Java
	e: Feb. 14, 2012	***************************************

### WORKFORCE ANALYSIS FORM

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Defre:

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

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Catagorias	i woor	White F	N Black	· Other	Form
Administrators	see attached	<u> </u>			M
Professionals		The state of the s	The state of the s		THE CONTRACT OF THE CONTRACT O
Superintendents		The state of the s			
Supervisors					And the state of t
Foremen			The state of the s	The state of the s	
Technicians					
Protective Service					Total Control of the
Para-Professionals					Party of the Control
Office/Clerical			The state of the s		
Skilled Craft					
Service/Maintenance			The state of the s		
Total:		THE PARTY AND ADDRESS OF THE PARTY ADDRESS OF THE PARTY ADDRESS OF THE PARTY AND ADDRESS OF THE	The state of the s		

Prepared By: Karen Cobble, Human Resources

## WORKFORCE ANALYSIS FORM

Name of Organization:

DAVIS H. ELLIOT CONSTRUCTION CO., INC.

Date: Feb. 9, 2012

Categories	Total	WHITE	ITE	BLA	BLACK	HISP/L	ATINO	AMERICA	HISP/LATINO AMERICAN INDIAN	ĺ	OTHERS	TOTAL	AL
		M	(L,	M	ĨŢ.	M	F	M	Ц	M	F	M	F
Officials/Mgrs	53	49	,				genet and a man a famous page 20.	2				52	<b>*****</b>
Professionals	13	01	C							у мередина и потположения в почения в по	I	10	C)
Technicians	<del>-</del>												222
Office/Clerical	35		26				+					7	28
Skilled Craft Workers	989	592	<del></del>	22				7				635	1
Semi-skilled Craft Workers	610	542		28				32				609	<b>+</b> (
Laborers (Unskilled)	50	42	7	2				2				48	2

EVIDENCE OF INSURABILITY

### LEXINGTON-PAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT (Use separate fain for each Agency of Brokerage agrecing to provide coverage)

Employee ID, 54-0458233 Phone 859-263-5148 Davis H. Billot Construction Company, Inc. 673 Blue Sky Parkway Natice Insured Address

Lexington, KY 40509

Project to be insured. Bid #7-2012 - Fiber Optic Pathway and Cable Installation

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

THE RESERVED OF THE PROPERTY AND THE PROPERTY OF THE PROPERTY	Abramontain de des des des des des des des des des	Marker Larks and	Linits Provided	Name of	A.A.	A.M. Best's
Pens	Coverage	Policy Requirements	To bested	inger .	8	Rating
(X)SC 1.6.1.1	ED CE	S2,000,000/per occ. aggregate: Requirements (a) than (?)	~-	TRAVEL	003530	+ 5
(X) SC 1.6.1.2	AUT	\$1,000,000)yer ooc. aggregate Requirements (a) thru (c)	<b>11</b> ,000,000 000	TRAVELERS PROP	1 m Hr.0	ţ
(X)SC 1.61.3	S)	\$ w/enthreement for Burplayer's Linbilly for \$1,000,000' per	1,000,000	TRAVELERS INDEM	OCASAO At	ŧ
		38		20.		

SEE CERTIFICATE ACORD FORM 25 FOR LIMIT AND CARRIER DETAIL.
\*\* Sequence includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above mices stated otherwise when submitting.

Name of Authorized Representative VICE-PRESIDENT BRUCE WILSIE Authorized Signatur Zp 550 SE. State 10 FRANKLIN ROAD SE ROANOKE VA 24011 SCOTT INSURANCE 540-343-8071 Agency or Brokerage Telephone Number Street Address

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

CONTRACT MAY NOT BE A WARDED TO A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGE'S LISTED ABOVE IS NOT PROVIDED.

IMPORTANT

\*\*RISK MANAGEMENT PROVISIONS INSURANCE & INDEMNIFICATION SECTIONS 4.1 - 4.6



### CERTIFICATE OF LIABILITY INSURANCE

OP ID: M2

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OTE SB DATE (MM/DD/YYYY) 02/10/12

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 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

D-D-1-2141-0-0	ice noticer in neu or such endorsemends)	·		******
PRODUCER Scott Insurance (Rke) 10 Franklin Road SE Ste. 550 Roanoke, VA 24011 Bruce Wilsie-Roanoke		540-343-8071	CONTACT NAME:	
		540-345-2958		
		**************************************	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED	Davis H. Elliot Company, Inc. And Subsidiaries 673 Blue Sky Parkway Lexington, KY 40509		INSURER A: Travelers Indemnity Co	25658
			INSURER B : HANOVER INSURANCE COMPANY (A)	22292
			INSURER C: Travelers Property Casualty	36161
			INSURER D :	
			INSURER E :	
~~~		***************************************	INSURER F :	
COVERA	GES CERTIFICATE	NUMBER:	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. ADDLÍSUBR LINSK LWVD POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) X COMMERCIAL GENERAL LIABILITY VTC2KCO7280B24AIND11 04/01/11 04/01/12 300,000 CLAIMS MADE X OCCUR 10,000 MED EXP (Any one person) 100,000 Ded P/Occ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE S GENU AGGREGATE LIMIT APPLIES PER 2,000,000 PRODUCTS - COMP/OP AGG POLICY X PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT 2,000,000 (Ea accident) C Χ ANY AUTO VTC2JCAP8181B535TIL11 04/01/11 04/01/12 BODILY INJURY (Per person) ALL OWNED AUTOS VALUATION-ACV BODILY INJURY (Per accident) SCHEDULED AUTOS PROPERTY DAMAGE X HIRED AUTOS COMP DED: \$25,000 (Per accident) χ NON-OWNED AUTOS COLL DED: \$25,000 \$ \$100,000 Liab Ded PHY DMG APPLIES ONLY TO Χ \$ UMBRELLA LIAB OCCUR 5,000,000 EACH OCCURRENCE \$

04/01/11

04/01/11

04/01/11

04/01/12

04/01/12

04/01/12

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach AGORD 181, Additional Ramarks Schedule, if more space is required)

RHR8662170

RHR8662170

VTSMJCUP5787B91A

VTC2KUB146K071211

CLAMS-MADE

CERTIFICATE HOLDER	CANCELLATION
FOF *****For Bid Purposes Only****	RBIDP SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
I	Becky Hugor

AGGREGATE

X WC STATU-TORY LIMITS

Lsd/Rntd

**Project** 

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT

EXCESS LIAB

DEDUCTIBLE

RETENTION \$
WORKERS COMPENSATION

(Mandatory in NH)

Installation Risk

Equipment

AND EMPLOYERS: LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?

If yes, describe under DESCRIPTION OF OPERATIONS below

C

 $\mathbf{F}$ 

NOTEPAD	INSURED'S NAME Davis H. Elliot Company, Inc.	AEWIN-2 OP ID: M2	PAGE 2 DATE 02/10/12
Per policy provisions for non-payment of p	, notice of cancellation is at least 30 days except remium.		

### RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

### A 10 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Menegement Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any fler.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees agents, boards, consultants, assigns, volunteers and successors in Interest.

### 2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all flability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the ciaim or loss is attributable to death, illness, personal injury, or property loss or demage or loss of use and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment of other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable besed upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such ellegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Hermiess Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

### 3.0 FINANCIAL RESPONSIBILITY

The 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 indemnity Agreement and other provisions of this Contract.

### 4.0 INSURANCE REQUIREMENTS

BIDDERS ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

### 4.1 Required Insurance Coverage

CONTRACTOR shall produce 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 OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may take from or in connection with the performance of the work hereuncler by CONTRACTOR. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall include an Explosion-Collapse Underground endorsement unless it is deemed not to apply by OWNER.
- e. The General Liability Policy shall include a Pollution Liability endorsement.
- f. OWNER 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.

- 9 Said coverage shall be written by insurers acceptable to OV/NER and shall be in a form acceptable to OWNER. 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 Guida shall be deemed automatically acceptable.
- 4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

### 4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide CVINER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Payette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- CONTRACTOR'S latest audited financial statement, including auditor's notes.
- Any records of any self-insured trust fund plan or policy and related accounting statements.
- Actuarial funding reports or retained losses.
- d CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S setf-insurance and risk management program.

- e. A ctalm loss run summary for the previous five (5) years.
- Self-Insumd Associations will be considered.

#### 4.5 Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurar to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.5. Right to Review, Audit and Inspect

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

#### 5.0 SAFETY AND LOSS CONTROL

- 5.1 CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

#### 12. DEBARRED FIRMS

CONTRACT NUMBER:	P02-628-0900022383

# LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON, KY

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

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

Excluded Party List website: www.epls.gov/epls/search.do

PROJECT NAME: Fiber Optic Cable Project

CONTRACT NO.: P02-628-0900022383

# **DEBARRED FIRMS**

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

Davis	Η.	Elliot	Cons	structio	n (	Company,	Inc.	
Name o	fFin	m Submi	ting E	vid ,		anticologica, accessor a comment access with the transposition by	alonen, 19. mërmotellusurgot savan, u, v, mu, r, ë, çlanmillamritin ë, u, v	·
<u> </u>	M		A CONTRACTOR OF THE PARTY OF TH			Security designs - Language - Mary Programme - Program	range Associated Constitution of the State o	X
Signatu	re of	Authoriz	ed Of	ficial				
Keith	Sim	pson, T	Vice	Preside	ent			
Title		halada qaybaan irri karanda ah da qayaya garanda ah	***************************************	AN CONTRACTOR OF THE PROPERTY	10004 <u>1.01.000</u> 2022	enement beautier i 1994 in de die Alle Condide	Office of the state of the stat	element (c)
Feb.	14,	2012						
l'inte	Militario S. Salville Tenero	-	and the following sections of	t vice grow <del>militalis (speriamore) degli dello (</del> SSA)	THE SECURITY OF THE	Sindi Mallinia manana da da mangan da Milandi Marka.	nanationale manage discourse en player de la seguina d	demokratik

## LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # Bid # 7-2012-Fiber Optic Pathway and Cable Installation

The MBE/WBE 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 Central Purchasing for approval immediately.

immediately.			
MBE/WBE	Work to be	Total Dollar Value	% Value of Total
Company, Name,	Performed	of the Work	Contract
Address, Phone,		A Parameter and Control of Contro	
Email			
1.Toni Levy & Associates,Inc 1608 W Broadwa Louisville,KY 40203		Base Bid: \$25,300.17 (\$42,166.95 x 60%)	6.50%
2. Toni Levy & Associates, Inc 1608 W Broadwa Louisville, KY 40203		Add. Alternate \$21,321.55 (\$35,535.86 x 60%)	18%
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE 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.

STATEMENTS AND TAISE CLAIMS.	A warm.
Davis H. Elliot Construction	1/1/19\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \
COMPANY INC.	for the second s
Company	By Keith Simpson
Feb. 14, 2012	Vice President
Date	Title

LFUCG MBE/V Bid/RFP/Quote		TION FORM		angram (de plate).	
The substituted M Bid/RFP/Quote. substitutions were Purchasing for appunderstand that the	These substitution made for reasons proval. By the auti	ns were made p stated below a porized signatu	orior to or aftendant to or aftendant to original to o	er the job wa eing submitte entative of o	s in progress. These
SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Resson for the Substitution	Total Dollar Value of the Work	Vs Value of Toral Contract
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## MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #Bid # 7-2012-Fiber Optic Pathway and Cable Installation The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Security Security Newscool	Consci Fason Keith Simpson
Davis W. Elliot Construction Company, Inc.	
Addres/Phose/Email ksimpson@davishelliot.com	Bid Parkage / Bid Date Bid # 7-2012 Date: 2/14/2012
673 Blue Sky Parkway	
Lexington, KY 40509 859-263-5148	Fiber Optic Cable Project

MBS/WBS Company Address	Coxesos Perison	Connect Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone mering, at, event atc)	Total dollars \$5 Do Not Leave Blank (Attack Documentation)	MBE.*  AA  HA  AS  NA  Female
Toni Levy & Associates,Inc	Demond Bethel	502-690-	2/2/12	materi	als phone &	42,166.95 (base bid)	fema]
1608 W Broadwa Louisville,KY		3039		www.com.ch.com/com/com/com/com/com/com/com/com/com/	enail	35,535.86 (alternate)	femal
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(MBE designation / AA=African American / HA= Hispanic American/AB = Arian American/Pacific Islander/ NA= Native American)

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Davis H.	Elliot	Construction	Company,	Inc.	16 1177	A Market Market Parket	Marine Marine	- Carried State of the State of

Davis H. Elliot Construction Company, Inc.

Company

Feb. 14, 2012

Date

Company Representative
Keich Simpson, Vice President

Title



Bid/RPP/Quote #\_

# LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LEUCIG has a 10% goal plan adopted by any council to increase the participation of minority and women tremed businesses in the procument process. In order to measure that goal LFUCG will track apending with MDE/WHH wendow 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 misoprocentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and also claims. Please submit this form monthly to the Division of Central Purchasing/ 200 Bast Main Street / Room 338 / Lexington, KY 40507.

Project Name/	Contract #			Work Period/ Franc					
Company Nam		н <sub>артин</sub> андарын төсінге түрі уулык құрыдардарадан <b>т</b> анастан жа		Address	, n.g., quad ot tall and ontail the minimed to be jumped properties on the properties of the propertie	analinarehilannun musikun menehilannin menehilannin menehilannin menehilannin menehilannin menehilannin menehila			
Foliard Tax II:				Connect Persons					
Subcontractor Vendor ID (unmer, address, phanc, carail	Description of Work	Total Subcomment Associat	% of Total Contract Awarded to Prime for this Project	Tetal Amount Paid for this Period	Purchase Onder number for subconstructor work (please utach PO)	Scheduled Project Star: Date	Scheduled Project Bad Date		
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IB-18

LFUC Bid/F	G STATEMENT OF GOOD FAITH EFFORTS RFP/Quote # Bid # 7-2012 Fiber Optic Pathway and Cable Installation
follow busine	signature below of an authorized company representative, we certify that we have utilized the ing methods to obtain the maximum practicable participation by minority and women owned as enterprises on the project. Please indicate which methods you used by placing an X in the priate place.
- administrative - Semigraphe -	Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- And the description of the second of the s	Sponsored Economic Inclusion event to provide networking opportunities
***************************************	Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
NS-mad/1/0/MS/Syrrock	Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
сединя отном поружуну	Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- ago ald Walldam A.	Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
190 march programa	Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
	Other Please list any other methods utilized that aren't covered above. Davis H. Elliot Construction Company's Affirmative  Action Program (copy available upon request)
	Action flogram (copy available upon request)
termin	adersigned acknowledges that all information is accurate. Any misrepresentations may result ation of the contract and/or be subject to applicable Federal and State laws concerning false

Company Representative

Keith Simpson, Vice President

Title

Davis H. Elliot Construction

Company, Inc.

Feb. 14, 2012

Company

Date

# RESUME

# Keith Simpson Vice President

# Experience:

1991 - Present Davis H. Elliot Company, Inc.

Lexington, KY

# Vice President:

The vice president is responsible for all aspects of divisional operations, safety, estimation, and customer relations for the Technical Services, Substation, Commercial Construction, and Residential Service divisions.

# **Professional:**

- IMSA Traffic Signal Technician Level II
- Fiber Optics for Intelligent Traffic Systems Level I & II
- Licensed Master Electrician ME24628
- Certified Electrical Contractor KY, TN, WV, OK and VA
- Twenty years of electrical construction management experience

## **Education:**

- University of Kentucky
- University of Phoenix
- Texas A&M Engineering EES

### **Projects:**

- North Mill Substation Bowling Green Municipal Utilities
- Memphis Junction Substation Warren RECC
- Statewide ITS Maintenance KYTC
- SmartFix40 Project TDOT
- Industrial Maintenance Stuart Station Dayton Power & Light
- New Patient Tower Ephraim-McDowell Regional Medical Center

# RESUME

# Steve Vance General Foreman Traffic Division

### **Experience:**

1997 - Present

Davis H. Elliot Company, Inc.

Lexington, KY

#### **General Foreman:**

A general foreman is responsible for supervising projects involving the installation of traffic signals, roadway lighting, and underground utilities for state DOTs and other customers in Kentucky, Tennessee, Virginia, West Virginia, North Carolina, and Ohio. A general foreman ensures the proper execution of the company's safety policies.

#### Professional:

- KYTC Work Zone Traffic Control Supervisor
- IMSA Traffic Signal Technician Level III Field Electrician
- IMSA Roadway Lighting Specialist I
- Fiber Optics for Intelligent Traffic Systems Level I & II
- Basic Work Zone & Flagger Train-the-trainer
- Licensed Electrician EE13242
- Extensive experience with traffic, ITS, Fiber-optic and radio communication devices

## **Recent Projects:**

- Variable Message Sign project in Staunton District in Virginia
- Integrated Signalization System with Fiber Optics in Clarksville, TN
- Integrated Signalization System with Radios in Herndon, VA
- Integrated Signalization and Fiber Optic TOC Project in Brentwood, TN
- KYTC Lincoln Trail ITS project along I-65
- Metro Nashville Signal Maintenance
- Lexington Streetscape Phase 1 East & West Main Street

	t Feb 2012	Equipment Lis	1
Year	эроЭ	<u>advī</u>	Anmber
7008	oruA	Ford Explorer	9756
2008	Ωd	4X4 Pickup	1200
8007	Ŋď	4X4 Pickup	1597
7001	$n_d$	Pickup	7061
5007	Ωď	Ωd	1401
7007	OTUA	Ford Explorer	£096
7000	Νď	Pickup	9151
5002	TS	Service Trk.	L68†
5002	TS	Service Trk.	7587
\$007	$\operatorname{fld}$	Біск Ор	1201
6007	ATU	Utility Truck	9/1
£661	SBT	Bucket Truck	2003
8661	SDD	Digger Derrick	3004
7861 7861	MILL DOMB	Dump Truck	800S
7000	<u> FLTL</u>	Trailer Trailer	660\$
7861	LELE	Trencher	£61 <i>L</i>
7008	COSM	Concrete Saw	Lt06
L661	VBD	Arrow Board	6406
		CS Trailer	Shely
	ЯТО	Utility Truck	\$911
1107	<u>ATU</u>	Utility Truck	t/tl
	Taz	Bncket Linck	7107
1007	SDD	Digger Derrick	3023
8661	SDD	Digger Derrick	8868
6661	LLL	Trailer	L10S
1661	POTL	Pole Trailer	6585
L661	YC.	Air Compressor	0889
++06	R(I)	x-iniM	8287
7000	ZBS	37' Bucket	1100
2008	ATU aru	Utility Truck	1584
700Z	ATU TAS	Utility Truck Bucket Truck	6667
7007	SDD	Digger Derrick	7/68
1007	LLBD	Flatbed Truck	£16t
6661	TLF	Flat Trailer	2151
	DA .	Air Compressor	<b>†</b> 009
0661	AC	Air Compressor	1 <i>LL</i> 9
	CO2M	Concrete Saw	8706
	TAS	Bucket Truck	L2122
	Tas	Bucket Truck	L2123
	Ωď	Pickup	10901
2002	ЯТО	Utility Truck	4611
7007	Λd	Pickup	1540
000 <b>c</b>	Tg2	Pickup	6981
2000	SBT SBT	Bucket Truck	7777t   7013
2661 S661	Tac	Bucket Truck	1967
5001	QDS	Digger Derrick	3055
7000	POTL	Pole trailer	6£0\$
		iniM	1987
5007	Ωd	Ріскир	1381
2008	ATU	Utility Truck	1283
2008	ATU	Utility Truck	1586
		Bucket Truck	2456

5002	ĿВ	Saw Truck	4923
2002	Td	Dnmp Truck	6167
6661	8DD	Digger Derrick	3012
	Tas	Bucket Truck	5567
1107	ATU	Utility Truck	9471
5007	ЯTU	Utility Truck	SLEI
		Bucket Truck 37'	R2285
		Material trailer	5872
	ЯTU	Utility Truck	9181
		Dozer	SENTAL
		Connex	SENTAL
2003	MB	Message Board	7006
2002		Васкное	0222
		Trailer	6289
6661	FLTL	Trailer	2603
	FTB	गुरा ped	8167
L661	SDD	Digger Derrick	3723
	ЯТО	Utility Truck	8771
8002	ATU .	Utility Truck	7821
7000	∩d	Pickup	1020
0000	110	3- Connex	SENTAL
5000		Vactron	7506
0661	DOZ	Dozer	£26 <i>L</i>
0001	H8	Васкное	
	110	Вчекрое	
Z00Z	OHIW	Mini Excavator	7607
2000	- VIIIV	Air Compressor	L009
5000		Material trailer	\$9LS
5961	POTL	Pole Trailer	1188
3701	ITOG	Flat Trailer	······································
			2775
	EXLK	Excavator Trailer Flat Trailer	2551
	EXTE	Fycayator Trailer	6715
	Dump	Dump Truck	t26t
//aVaradata	awang		9167
0.661	HALOG	Box Van	4580
0661	AMUQ	AburT quind	4182
7001	DD	Digger Derrick	3025
5000	ATU	Utility Truck	£7£1
6/61	ATR	Van Trailer	<b>†</b> 505
8007	Πd	Pick Up	1523
	<u> </u>	Production Digger	R1910
9661	PRDG -	Production Digger	7488
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<u> </u>		Production Digger	1698
6661	<u> </u>	Pickup	1535
7000	<u>Nara</u>	Pickup	1091
	DIDK	Directional Bore	6986
	TR	Bore Trailer	£06\$
1007		Flat Bed Truck	4107
7001	Λd	Pickup	\$611
1107	Tas	37' Bucket	L2132
L661	AA A	Arrowboard	<i>LL</i> 06
	PC	Air Compressor	8009
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	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Mini Ex	7822
8661	10/2/	Saw Trailer	9265
		Trailer	8788
EL61	MITL	Trailer	2513
9/61	MCL	Wire Cart	<b>⊅01</b> \$
2000	ВНОЕ	Trailer	690\$
L661	SDD	Digger Derrick	7868
\$661	SBT	Bucket Truck	Z817
	NTR	Utility Truck	1374
9007	Ωđ	Pickup	<b>7</b> /01
	ARBD	Arrow Board	6276
		x-iniM	0187
7000	LKL	Trailer	£\$1\$
	ЯТ	Trailer	8505
4661	SDD	Digger Derrick	2865
	Las	Bucket Truck	7567
7002	Uq	Pickup	5811
8661	SDD	Digger Derrick	3544
300,	Tas	Bucket Truck	7947
L00Z	ЯТО	Utility Truck	1184
	Uq	Pickup	1971
	TAR	Вискет Ттиск	0567
<i>\$</i> 261	DZR	Dozer	8784
	uzu	Trailer	Rental
	ТВСН	Trencher	1507
7000	ВНОЕ	Backhoe	1104
	GOIIG	x-iniM	8707
	YC	Air Compressor	\$009
£661	K. / T	Trailer	L16S
7000	UTLT	Material trailer	9945
	JTOq	Pole Trailer	6988
0661	DOMP	Drimb Linck	0017
	SDD	Digger Derrick	7898
7007	Uq	Pickup	L891
8007	Λd	Utility Truck	1285
0000	Πď	Pick Up	1344
1007	ARBD	Arrowboard	0816
7000	Guuy	Material Trailer	L9LS
***************************************	TAS	Вискет Тпск	2018
		Trailer	ENLYF
\$661	ARBD	Arrow Board	\$916
3001	COSM	Concrete Saw	7506
		Skid Loader	1002
9007	YC	Air Compressor	7002
		Trailer Connection	8065
	ЯТНВ	Backhoe Trailer	277 <i>L</i>
Year	<u> </u>	Type	<u>Vumber</u>