

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Davis H. Elliot Construction Company, Inc.
673 Blue Sky Parkway, Lexington, KY 40509

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company
One Hartford Plaza, Hartford, CT 06155

a corporation duly organized under the laws of the State of CT
as Surety, hereinafter called the Surety, are held and firmly bound unto Lexington-Fayette Urban County Government
Division of Traffic Engineering, 101 East Vine Street, Suite 300, Lexington, KY 40507


as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

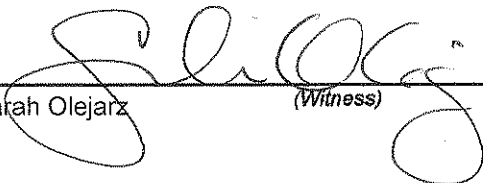
WHEREAS, the Principal has submitted a bid for Fiber Optic Pathway and Cable Installation, P02-628-0900022383, Bid
#7-2012

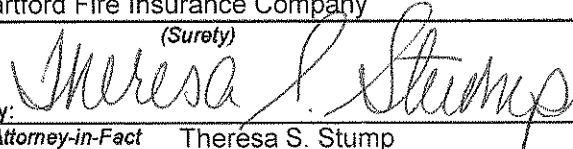
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

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

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

Agency Code: 14-730214 & 14-730836

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

E. Bruce Wiisie, 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 , 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.



Cheryl A. Comen
Cheryl A. Comen, Assistant Secretary

M. Ross Fisher
M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. 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
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
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 6th in the 3rd 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”**.

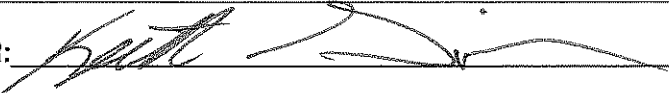


Brian Marcum, Director
Division of Central Purchasing

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: 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 #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 contract 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

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- 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
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10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY
11. EVIDENCE OF INSURABILITY
12. DEBARRED FIRMS

NOTE:

CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THE "EVIDENCE 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")
Office of the Director of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

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. <u> 1 </u> Date <u> 2/1/2012 </u> ;	Addendum No. <u> </u> Date <u> </u>
Addendum No. <u> 2 </u> Date <u> 2/9/2012 </u> ;	Addendum No. <u> </u> Date <u> </u>
Addendum No. <u> 3 </u> Date <u> 2/10/2012 </u> ;	Addendum No. <u> </u> Date <u> </u>
Addendum No. <u> </u> Date <u> </u> ;	Addendum No. <u> </u> Date <u> </u>

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 Construction Company, Inc.

Date Feb. 14, 2012

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

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

* 3. ~~An individual, whose signature is affixed to this Proposal. (Print Name)~~


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

BIDDERS AFFIDAVIT

Comes 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 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 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



NOTARY PUBLIC, STATE AT LARGE, KY

BID SCHEDULE

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

AREA #1 - MOW Blvd (Tates Creek to Nicholasville Road)				
ALTERNATE #1				
Item	Unit	Estimate	Unit Price	Cost
1. Provide & Install 2-inch Innerduct Conduit	Feet	9,040		
2. Provide & Install Communications Junction Box	Ea	16		
5. Provide & Install Drop to Cabinet	Ea	4		
9. Creek Bore	Ea	1		
Total				
ALTERNATE #2				
Item	Unit	Estimate	Unit Price	Cost
1. Provide & Install 2-inch Innerduct Conduit	Feet	8,720	11.75	102,460.00
2. Provide & Install Communications Junction 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				
Item	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

BID SCHEDULE

AREA #2 - Tates Creek Road (Man o' War Blvd to New Circle Road)				
ALTERNATE #1				
Item	Unit	Estimate	Unit Price	Cost
1. Provide & Install 2-inch Innerduct Conduit	Feet	8,700		
2. Provide & Install Communications Junction Box	Ea	16		
5. Provide & Install Drop to Cabinet	Ea	5		
9. Creek Bore	Lump	1		
Total				
ALTERNATE #2				
Item	Unit	Estimate	Unit Price	Cost
1. Provide & Install 2-inch Innerduct Conduit	Feet	8,460	12.00	101,520.00
2. 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				
Item	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

BID SCHEDULE

AREA #3 - North Broadway (New Circle to Old Paris Pike)				
Item	Unit	Estimate	Unit Price	Cost
1. Provide & Install 2-inch Innerduct Conduit	Feet	7,790	15.25	118,797.50
2. 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				
Item	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

BID SCHEDULE

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

AREA #1 - MOW Blvd (Tates Creek to Nicholasville Road)

ALTERNATE # 2

BID 123,855.00

AREA #2 - Tates Creek Road (Man o' War Blvd to New Circle Road)

ALTERNATE # 2

BID 122,350.00

AREA #3 - North Broadway (New Circle to Old Paris Pike)

BID 140,024.25

PATHWAY - TOTAL BID

386,229.25

AREA #1 - MOW Blvd (Tates Creek to Nicholasville Road)

ADD ALTERNATE

BID 40,151.00

AREA #2 - Tates Creek Road (Man o' War Blvd to New Circle Road)

ADD ALTERNATE

BID 38,642.50

AREA #3 - North Broadway (New Circle to Old Paris Pike)

ADD ALTERNATE

BID 39,167.70

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: 

TITLE: Keith Simpson, Vice President

OFFICIAL ADDRESS AND PHONE NUMBER:

673 Blue Sky Parkway

Lexington, 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:

- 1. Name of Bidder: Davis H. Elliot Construction Company, Inc.
- 2. Permanent Place of Business: 673 Blue Sky Parkway, Lexington, KY 40509
- 3. When Organized: 1946
- 4. Where Incorporated: 1946
- 5. Construction Plant and Equipment Available for this Project:
see attached Equipment List

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.
- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:
Hartford Fire Insurance Company (Surety)
Signed: Theresa S. Stump (Representative of Surety)
Theresa S. Stump, Attorney-In-Fact
- 8. The following is a list of similar projects performed by the bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Tennessee Dept of Transportation Carter CNJ012	Elizabethton, TN	\$ 354,450.00
Tennessee Dept of Transportation Sullivan CNJ015	Bristol, TN	\$ 515,035.00
NC Dept of Transportation	Mecklenburg, NC	\$649,967.00

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
West VA Dept of Transportation Krause Drive Traffic Sig Renov	Ohio Co., WV	79,442.70
West VA Dept of Transportation US Roadway Lighting	Ohio Co., WV	588,438.00
South River EMC 115kV Transmission Line	North Carolina	2,189,781.00
City of Clarksville Dept of Elec. Clarksville Primary Substation Bk 1	Clarksville, TN	167,590.00
City of Clarksville Dept of Elec. Clarksville District Substation	Clarksville, TN	1,098,400.00
City of Elizabethton, TN Hatcher to Hampton Transmission Line	Elizabethton, TN	3,495,700.00
Charles Deweese Construction LPUCG Streetscape Project	Lexington, KY	493,011.00

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
James Mink	Operations Mgr Traffic Div	see attached resume
Steve Vance	General Foreman Traffic Div	see attached resume

AUTHENTICATION OF BID AND STATEMENT OF
NON-COLLUSION AND NON-CONFLICT OF INTEREST

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

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

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 

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 previously
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 since
January 2009, after serving as Controller, Treasurer and Vice President. He
joined Elliot in 1997. Previously he worked for Union Pacific Corporation 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 since
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 graduate of
the University of Ky.

NAME OF INDIVIDUAL: Keith Simpson

POSITION/TITLE: Vice President

STATEMENT OF EXPERIENCE: Mr. Simpson has been Vice President since 2007 after serving a variety of positions. He joined DHE in 1993. Previously, he worked for various electrical and mechanical contractors. He is a graduate of Univ of Phoenix. ** Resume attached **

NAME OF INDIVIDUAL: James Mink, Operations Mgr Traffic Division (resume attached)

POSITION/TITLE: Steve Vance, General Foreman Traffic Division (resume attached)

STATEMENT OF EXPERIENCE: _____

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

DATE: Feb. 14, 2012

BY: 

TITLE: 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

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


Signature Keith Simpson, Vice President Davis E. Elliot Construction Company, Inc.
Name of Business

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Davis H. Elliot Construction Company, Inc. to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

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

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

Glenn F. Thomsen has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Officer may be reached by calling 859-263-5148

Davis H. Elliot Construction Company, Inc.

Signature: 

(Bidding Contractor)

Title: Keith Simpson, Vice President

Date: Feb. 14, 2012

WORKFORCE ANALYSIS FORM

Name of Organization: Davis H. Elliot Construction Company, Inc. Date: Feb / 9 / 2012

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	see attached								
Professionals									
Superintendents									
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical									
Skilled Craft									
Service/Maintenance									
Total:									

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		BLACK		HISP/LATINO		AMERICAN INDIAN		OTHERS		TOTAL	
		M	F	M	F	M	F	M	F	M	F	M	F
Officials/Mgrs	53	49	1			1		2				52	1
Professionals	13	10	2							1		10	3
Technicians	1	1										1	
Office/Clerical	35	7	26		1		1					7	28
Skilled Craft Workers	636	592	1	22		7		7			7	635	1
Semi-skilled Craft Workers	610	542		28	1			32			7	609	1
Laborers (Unskilled)	50	42	2	2		1		2		1		48	2

EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Name Insured: Davis H. Elliot Construction Company, Inc. Employee ID: 54-0459233
Address: 673 Blue Sky Parkway Phone: 859-283-5148
Lexington, KY 40509

Project to be Insured: Bid #7-2012 - Fiber Optic Pathway and Cable Installation

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
(X) SC 1.6.1.1	OGL	\$2,000,000/acc. aggregate Requirements (a) thru (f)	\$2,000,000 AGGR	TRAVELERS INDEM	002520	A+
(X) SC 1.6.1.2	AUTO	\$1,000,000/acc. aggregate Requirements (a) thru (c)	\$1,000,000 OCC	TRAVELERS PROP	04461	A+
(X) SC 1.6.1.3	WC	\$ w/ endorsement for Employer's Liability for \$1,000,000/acc. occ.	\$ 1,000,000	TRAVELERS INDEM	002520	A+

SEE CERTIFICATE ACORD FORM 25 FOR LIMIT AND CARRIER DETAIL

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

SCOTT INSURANCE

Agency or Brokerage: BRUCE WILSIE
10 FRANKLIN ROAD SE STE. 550
Name of Authorized Representative: BRUCE WILSIE
Title: VICE-PRESIDENT

Street Address: ROANOKE VA 24011
City: ROANOKE VA 24011 State: VA Zip: 24011
Authorized Signature: [Signature]
Date: 2/10/2012
Telephone Number: _____

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

IMPORTANT: CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGE LISTED ABOVE IS NOT PROVIDED.

NOTEPAD

INSURED'S NAME Davis H. Elliot Company, Inc.

AEWIN-2
OP ID: M2

PAGE 2
DATE 02/10/12

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

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management 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:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- 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 liability, 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 claim or loss is attributable to death, illness, personal injury, or property loss or damage 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 or 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 based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations 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 Harmless 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 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 OWNER in order to protect OWNER 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 aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (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. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. 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.

- g. Said coverage shall be written by insurers acceptable to OWNER 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 Guide 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 OWNER 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-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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

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 insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER 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: PO2-628-0900022383

**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.: PO2-628-0900022383

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 H. Elliot Construction Company, Inc.

Name of Firm Submitting Bid


Signature of Authorized Official

Keith Simpson, Vice President

Title

Feb. 14, 2012

Date

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.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Toni Levy & Associates, Inc. 1608 W Broadway Louisville, KY 40203	Material Supplier	Base Bid: \$25,300.17 (\$42,166.95 x 60%)	6.50%
2. Toni Levy & Associates, Inc. 1608 W Broadway Louisville, KY 40203	Material Supplier	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.

Davis H. Elliot Construction

Company, Inc.

Company
Feb. 14, 2012

Date



By Keith Simpson
Vice President

Title

LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MBE/WBE 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 Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formerly Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

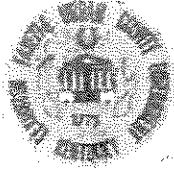
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Date

Company Representative

Title



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.

Company Name Davis H. Elliot Construction Company, Inc.	Contact Person Keith Simpson
Address/Phone/Email ksimpson@davishelliot.com 673 Blue Sky Parkway Lexington, KY 40509 859-263-5148	Bid Package / Bid Date Bid # 7-2012 Date: 2/14/2012 Fiber Optic Cable Project

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, at, event etc)	Total dollars \$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
Toni Levy & Associates, Inc 1608 W Broadway Louisville, KY	Demond Bethel	502-690-3039	2/2/12	materials	phone & email	42,166.95 (base bid) 35,535.86 (alternate)	female female

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

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

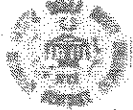
Davis H. Elliot Construction Company, Inc.

Company
Feb. 14, 2012

Date

Company Representative
Keith Simpson, Vice President

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors 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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

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

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.

Company **Company Representative**

Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- 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
- 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
- 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)

The undersigned acknowledges that all information is accurate. Any misrepresentations may result 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



Company Representative

Feb. 14, 2012

Date

Keith Simpson, Vice President

Title

Number	Type	Code	Year
9546	Ford Explorer	AUTO	2008
1500	4X4 Pickup	PU	2008
1262	4X4 Pickup	PU	2008
1902	Pickup	PU	2001
1404	PU	PU	2009
9507	Ford Explorer	AUTO	2002
1516	Pickup	PU	2000
4897	Service Trk.	ST	2005
4852	Service Trk.	ST	2005
1071	Pick Up	PU	2005
1376	Utility Truck	UTR	2009
2003	Bucket Truck	SBT	1993
3004	Digger Derrick	SDD	1998
4238	Dump Truck	DUMP	1987
5008	Trailer	MITL	1984
5099	Trailer	FLTL	2000
7193	Trencher	TRCH	1984
9047	Concrete Saw	COSW	2008
9079	Arrow Board	ARBD	1997
Shely	CS Trailer		----
1165	Utility Truck	UTR	
1474	Utility Truck	UTR	
2012	Bucket Truck	SBT	2011
3023	Digger Derrick	SDD	2001
3988	Digger Derrick	SDD	1998
5017	Trailer	FLTL	1999
5859	Pole Trailer	POTL	1991
6380	Air Compressor	AC	1997
7828	Mini-x		
L2131	37' Bucket	SBT	2011
1199	Utility Truck	UTR	2006
1284	Utility Truck	UTR	2008
2999	Bucket Truck	SBT	2002
3974	Digger Derrick	SDD	2001
4913	Flabed Truck	FTBD	
5121	Flat Trailer	FLT	1999
6004	Air Compressor	AC	
6771	Air Compressor	AC	1990
9048	Concrete Saw	COSW	
L2122	Bucket Truck	SBT	
L2123	Bucket Truck	SBT	
1060	Pickup	PU	
1197	Utility Truck	UTR	2006
1240	Pickup	PU	2002
1359	Pickup	PU	
2013	Bucket Truck	SBT	2000
2224	Bucket Truck	SBT	1995
2961	Bucket Truck	SBT	1997
3022	Digger Derrick	SDD	2001
5039	Pole trailer	POTL	2000
7864	Mini		
1381	Pickup	PU	2009
1283	Utility Truck	UTR	2008
1286	Utility Truck	UTR	2008
2456	Bucket Truck	SBT	1992

Equipment List Feb 2012

Number	Type	Code	Year
3020	Digger Derrick	DD	2001
5019	Flat Trailer	FLTL	1999
5226	Trencher Trailer	MITL	1992
5778	Material Trailer	MITL	2000
6008	Air Compressor	AC	1997
9077	Arrowboard	AB	1997
L2132	37' Bucket	SBT	2011
1195	Pickup	PU	2001
4017	Flat Bed Truck		
5903	Bore Trailer	TR	
9869	Directional Bore	DIDR	
1601	Pickup	PU	2000
1532	Pickup	PU	1999
3691	Production Digger	PRDG	1987
3810	Production Digger	PRDG	
3847	Production Digger	PRDG	1996
R1910	Production Digger	PRDG	
1255	Pick Up	PU	2008
5054	Van Trailer	VTR	1979
1373	Utility Truck	UTR	2009
3025	Digger Derrick	DD	2001
4182	Dump Truck	DUMP	1990
4280	Box Van		
4916	Dump Truck		
4924	F-550 Flatbed		
5129	Excavator Trailer	EXTR	
5221	Flat Trailer		
5222	Flat Trailer		
5311	Pole Trailer	POTL	1965
5765	Material trailer	MITL	2000
6007	Air Compressor	AC	
7034	Mini Excavator	MIHO	2007
7771	Backhoe		
7777	Backhoe	BH	
7923	Dozer	DOZ	1990
9034	Vactron		2000
RENTAL	3-Connex		
1020	Pickup	PU	2000
1287	Utility Truck	UTR	2008
1448	Utility Truck	UTR	
3253	Digger Derrick	SDD	1997
4918	flat bed	FTB	
5032	Trailer	FLTL	1999
5879	Trailer		
7770	Backhoe		2007
9002	Message Board	MB	2003
RENTAL	Connex		
RENTAL	Dozer		
1316	Utility Truck	UTR	
5783	Material trailer		
R2285	Bucket Truck 37'		
1375	Utility Truck	UTR	2009
1476	Utility Truck	UTR	2011
2955	Bucket Truck	SBT	
3012	Digger Derrick	SDD	1999
4919	Dump Truck	DT	2005
4923	Saw Truck	FB	2005

TRAFFIC REGION

Number	Type	Code	Year
5227	Backhoe Trailer	BHTR	
5908	Trailer		
6002	Air Compressor	AC	2006
7001	Skid Loader		
9052	Concrete Saw	COSW	
9165	Arrow Board	ARBD	1995
RENTAL	Trailer		
2018	Bucket Truck	SBT	
5767	Material Trailer		2000
9130	Arrowboard	ARBD	2001
1344	Pick Up	PU	
1285	Utility Truck	PU	2008
1687	Pickup	PU	2002
3987	Digger Derrick	SDD	
4100	Dump Truck	DUMP	1990
5369	Pole Trailer	POTL	
5766	Material trailer	UTLT	2000
5917	Trailer		1993
6005	Air Compressor	AC	
7028	Mini-x		
7011	Backhoe	BHOE	2000
7031	Trencher	TRCH	
Rental	Trailer		
7348	Dozer	DZR	1974
2950	Bucket Truck	SBT	
1261	Pickup	PU	
1184	Utility Truck	UTR	2007
2464	Bucket Truck	SBT	
3244	Digger Derrick	SDD	1998
1185	Pickup	PU	2007
2952	Bucket Truck	SBT	
3982	Digger Derrick	SDD	1997
5058	Trailer	TR	
5153	Trailer	TRL	2000
7810	Mini-x		
9279	Arrow Board	ARBD	
1074	Pickup	PU	2006
1374	Utility Truck	UTR	
2187	Bucket Truck	SBT	1995
3984	Digger Derrick	SDD	1997
5069	Trailer	BHOE	2000
5104	Wire Cart	WCT	1976
5132	Trailer	MITL	1973
5878	Trailer		
5976	Saw Trailer		1998
7822	Mini Ex		
9041	CONCRETE SAW	COSW	