



SUBMISSION INFORMATION

Kenton County Fiscal Court
1840 Simon Kenton Way Ste. 5100
Covington, Kentucky 41011

BID/PROPOSAL Cart Path Paving
BID OPENING DATE: August 14, 2023
TIME: 2:30 P.M. Local Time
LOCATION Purchasing Department

Submit 1 original and 3 copy(s) of the bid/proposal.

BUYER Holly Hill
DATE OF RFB/RFP July 25, 2023

REQUEST FOR BID/PROPOSAL INFORMATION

Date: 8/13/23 Telephone: 859-393-5195

Company Name: Riegler Blacktop Fax: 859-371-8147

Address: 165 Weaver Road -

City: Florence State: KY Zip Code: 41042

Contact Person: Ryan Riegler Title: Vice President

Cell Phone: (859) 393-5195 E-mail: ryan@rieglerblacktop.com

Authorized Signature: [Handwritten Signature]

The signee hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items listed, subject to all instructions, conditions, specifications and attachments hereto. The bidder/offeror affirms to the Kenton County Fiscal Court the ability to meet all requirements and further affirms that the work will be done in compliance with all Federal, State and Local codes, ordinances, and regulations.

KENTON COUNTY FISCAL COURT  
REQUEST FOR BIDS/PROPOSALS: TERMS AND CONDITIONS

1. **AUTHORITY** This Request for Bids/Proposals is issued pursuant to applicable provisions of the Kenton County Purchasing Ordinance.
2. **BID/PROPOSAL OPENING** Sealed bids/proposals will be received at the Kenton County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids/proposals shall be rejected and returned unopened to the sender. Kenton County does not prescribe the method by which bids/proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids/proposals. **Facsimile bids/proposals will not be accepted.**
3. **BID/PROPOSAL PREPARATION** Bids/Proposals must be submitted on the bid/proposal form when provided and all information and certifications called for must be furnished. Bids/Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids/proposals. Bids/Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in blue ink by a person or persons legally authorized to bind the bidder/offeror to a contract. Name of person signing should be typed or printed below the signature.
4. **BID/PROPOSAL ENVELOPES** Envelopes containing bids/proposals must be sealed and addressed to the Kenton County Purchasing Department. The title of the bid/proposal as specified in the RFB/RFP document must be shown on the outside of the envelope.
5. **ERRORS IN BIDS/PROPOSALS** Bidders/Offerors are cautioned to verify their bids/proposals before submission. Negligence on the part of the bidder/offeror in preparing the bid/proposal confers no right for withdrawal or modification of the bid/proposal after it has been opened. In case of error in the extension of prices in the bid/proposal, the unit prices will govern. All price extensions are to be checked by the buyer to insure the total bid/proposal is accurate.
6. **RESERVED RIGHTS** Kenton County reserves the right at any time and for any reason to cancel this Request for Bids/Proposals, accept or reject any or all bids/proposals or any portion thereof, or to accept an alternate bid/proposal. Kenton County reserves the right to waive any immaterial defect in any bid. Kenton County may seek clarification from any bidder/offeror at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS** Kenton County will not be liable for any costs incurred by bidders/offers in replying to this Request for Bids/Proposals.
8. **AWARD** It is the intent of Kenton County to award a contract to the lowest responsible bidder/offeror meeting specifications. Kenton County reserves the right to determine the lowest responsible bid/offer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of Kenton County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder/offeror, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value. Bids/proposals accepted by the Kenton County Fiscal Court will be available to all members of the Northern Kentucky Governmental Purchasing Association.

9. **PRICING** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **OCCUPATIONAL LICENSES** All Bidders/Offerors must have or obtain a Kenton County and Cities Occupational License prior to performing any work in Kenton County or any of its Cities, Kenton County Ordinance 225.19, Section III (a). Bidders/Offerors must be in full compliance with all Kenton County and Cities' Occupational License Ordinances (KENTON COUNTY FISCAL COURT ORDINANCES 78-6-1, 220.8, 223.0, 223.7, 225.19, 225.25) prior to awarding of a contract. Kenton County shall have the right to reject any bids/offers from Bidders/Offerors that are not in compliance with Kenton County and Cities' Occupational License Ordinances.
12. **TAXES** Kenton County is not subject to Federal Excise tax. Per Kentucky Administrative Regulation 103 KAR 30:225E, Kenton County is exempt from state and local taxes.
13. **SPECIFICATIONS** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids/Proposals on equivalent items will be considered, provided the bidder/offeror clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder/offeror specified otherwise, it is understood the bidder/offeror is offering a referenced brand item as specified or is bidding/offering as specified when no referenced, and does not propose to furnish an "equal." Kenton County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS** Bidder/Offerors shall promptly notify Kenton County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder/offeror shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **VARIANCES** State or list by reference on the reverse side of the Bid/Proposal forms herein any variations to specifications, terms and/or conditions.
16. **INDEMNIFICATION** The Seller shall indemnify and hold harmless Kenton County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against Kenton County as a consequence of granting the Contract.
17. **DEFAULT** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, Kenton County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. Kenton County shall be entitled to recover its attorney's fees and expenses in any successful action by Kenton County to enforce this contract.
18. **INSPECTION** Materials or equipment purchased are subject to inspection and approval at Kenton County's destination. Kenton County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the seller promptly after rejection.

19. **WARRANTY** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Kenton County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
20. **REGULATORY COMPLIANCE** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" on all chemicals.
21. **ROYALTIES AND PATENTS** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold Kenton County harmless from loss on account thereof.
22. **LAW GOVERNING** This contract shall be governed by and construed according to the laws of the Commonwealth of Kentucky. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to Kenton County any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any Kenton County contracts for a period of two (2) years.
23. **BID BOND** A Bid Bond amounting to five (5%) percent of the proposed bid/proposal price must be provided with the response. The Bid Bond may be in the form of a surety bond; cashier check or other form of surety satisfactory to the county attorney. If the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay the Fiscal Court a specific amount because of default on part of the bidder.

# KENTON COUNTY GOLF COURSES

## CART PATH PAVING

### DETAIL SPECIFICATIONS

#### 1. INTENT

It is the intention of these specifications to provide to prospective bidders the requirements for the Furnishing, Delivery, and Installation of Asphalt cart paths for Kenton County Golf Courses.

#### 2. REQUIREMENTS

Successful bidder shall furnish all required supervision, labor, materials, equipment, apparatus, tools transportation, storage, permits (if required) and all necessary related items and appurtenances for a full and complete job in accordance with the industry standards.

#### 3. FAMILIARIZATION

Prospective proposers are hereby **required** to completely familiarize themselves with the scope of work required and the conditions to be met by conferring with Mr. Ron Freking, Superintendent, at cell no. 859.802.6875. Said bidder covenants and agrees that they have satisfied themselves with their own investigation of the conditions to be met and that they fully understand their obligation and that they will not make any claim for or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information. This is an important and irrevocable part of any resulting contract.

#### 4. PROJECT LOCATION

Kenton County Golf Courses, 3908 Richardson Rd, Independence, KY 41051  
Measurements are in Linear Feet

#### **NEW PATH, hole 16 pioneer golf course (approximately 5000 square feet)**

- Excavate and remove topsoil to proper depth to facilitate new cart path. stockpile topsoil onsite for future use
- Compact sub base
- Install 8" of DGA limestone and compact
- Install 2.5" of surface asphalt and compact
- Grade stored topsoil to bank edges and blend with existing grade.

#### **Pioneer golf course holes 10,11,12,13,16,17,18 8" full depth repair, (500 sq ft in various locations)**

- Excavate bad areas to a depth of 6" and compact sub base
- Clean areas manually and with power blowers
- Install 6" of recycled crushed concrete or stone base and compact

#### **Pioneer golf course holes 10,11,12,13,16,17,18 resurface cart paths (continuous) Approximately 60,000 square feet (9000 linear feet)**

- Peel existing asphalt where necessary to allow for flush asphalt finish and proper water drainage
- Clean all areas manually and with power blowers
- Torch excess grass from existing paths as needed
- Apply a tack coat of adhesive
- Pave entire section with 2" of surface 404 asphalt and compact
- Some areas will require **thicker layer of asphalt** to eliminate slope and make paths more level.

**TOPSOIL, (18-20 tons, full tri-axle load)** Minimum of 1 load

-Shredded topsoil to be delivered to the area of the golf course maintenance building.

**5. DESCRIPTION**

The successful bidder shall furnish, deliver, and install Type 1 asphalt, modified stone base (where required), tacking material, and tar sealant, along with all equipment/labor to complete cart path repairs at a width of seven feet (7').

**FULL REPLACEMENT** shall constitute excavation of repair areas to an 8" depth and removal of spoils from the site. Installation of 6" of compacted crushed stone or concrete base and 2" of Type 1 asphalt compacted. All areas of tie-in shall be milled, tacked, and later sealed to ensure smooth transition.

**OVERLAY** areas should be leveled, cleaned, and tacked prior to overlay. Milling or installation of a leveling course is at the discretion of the contractor. Tie-in areas shall be milled, tacked, and later sealed, as specified above.

**6. SCHEDULING OF WORK**

The successful bidder shall work on a continuous basis, weather permitting, during normal business hours on normal business days.

**7. CLEANUP**

At the end of each workday and at the completion of the project, the successful bidder shall be responsible for removal and proper disposal of all materials from the project installation.

**8. DAMAGES**

The successful bidder shall repair all areas either damaged or disturbed at no additional costs to the County. Whether an area has or has not been damaged or disturbed shall be determined by Kenton County Golf Management, LLC.

**9. CONTRACT PERIOD**

The contract shall commence from the Date of Award until all terms and conditions of the specifications are met but not later than twenty-one (21) days from commencement. Any services ordered or made within thirty (30) days after the Contract expires shall be under the same terms and conditions specified in the bid and contract prices submitted by the vendor, unless said vendor indicates, in writing, thirty (30) days prior to the contract expiration, that it shall not be bound by said terms, conditions and contract prices.

**10. BID PRICING**

CART PATH PAVING \$ 267,000.00

**START & COMPLETION**

START 9/1/2023 COMPLETION 12/31/2023

11. **BID NOTICE**

Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to the County any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any County contracts for a period of two (2) years.

12. **AWARD**

Additionally, bids accepted by the County will be available to all members of the Kenton County Cooperative Purchasing Agreement. The County reserves the right to reject any and all Bids, to waive formalities, and to negotiate with the apparent qualified bidder to such an extent as may be determined by the Fiscal Court.

Bids/proposals accepted by the Kenton County Fiscal Court will be available to all local municipalities in Boone, Campbell and Kenton Counties.

13. **SUBMITTING THE BID**

Sealed Bids are due in the Kenton County Administration Building, Office of the Purchasing Manager, 1840 Simon Kenton Way, Suite 5100, Covington, Kentucky, 41011 by 2:30 P.M., Monday, August 14, 2023. Bidders shall submit an executed original of the Bid Form and three (3) copies thereof along with four (4) copies of all supporting documents. All bids must be returned in a sealed envelope and must be clearly marked on the outside of the envelope as "GOLF CART PATHS". Bids not so marked may be rejected at the discretion of the Fiscal Court. Facsimile bids will not be accepted. Opening of the bids will be at 2:30 P.M., Monday, August 14, 2022 at the same location as stated above.

The County is not responsible for the delivery of mail or other services, therefore only the bids/proposals received in the Purchasing Office prior to the opening will be considered.