



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

SUBMISSION INFORMATION

BID/PROPOSAL In-Place Paving
BID OPENING DATE: July 1, 2021
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 June 11, 2021

REQUEST FOR BID/PROPOSAL INFORMATION

Date: _____ **Telephone:** _____

Company Name: _____ **Fax:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Title:** _____

Cell Phone: _____ **E-mail:** _____

Authorized 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 Bids may be modified or withdrawn prior to the time specified for the opening of bids/proposals.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.

1.0 GENERAL

The paving materials provided to the Kenton County Fiscal Court (County) and the construction methods used in the performance of any Contract awarded under this Specification must be provided in accordance with terms and conditions of this Solicitation and the 2019 KYTC Standard Specifications. Deviations from the KDOT Specifications will not be permitted unless expressly noted herein or made in writing by the County.

By bidding and accepting a Contract, Vendors agree to treat the Department of Public Works as a preferred and priority customer. Failure to do so may be cause for Contract cancellation. When service is not provided according to the Contract, the Kenton County Fiscal Court reserves the right to make the purchase on the open market, with any cost in excess of the Contract price to be paid by the successful bidder.

2.1 SPECIFICATIONS

2.1 SPECIFICATIONS OF COMMODITY AND/OR SERVICE REQUIREMENTS

Except as provided herein, conform to all requirements of the Kentucky Transportation Cabinet/Department of Highways' 2019 Standard Specifications for Road and Bridge Construction. Section references are to the Standard Specifications.

STANDARD DRAWINGS AND SPECIFICATION LINKS:

A link to the Manual on Uniform Traffic Control Devices can be found at:

http://mutcd.fhwa.dot.gov/kno_2009r1r2.htm

A link to the Standard Drawings can be found at:

<https://transportation.ky.gov/Highway-Design/Pages/2012-Standard-Drawings.aspx>

A link to the Standard Specifications can be found at:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

2.2 GENERAL SPECIFICATIONS

- A. Apply In-Place Asphalt Paving and/or Asphalt Pavement Milling and Texturing to marked locations within Kenton County. Rolled in rumble strips are required when the paving extends onto shoulders in accordance with Section 403.03.08 at no additional cost to the County.

Sections to be paved and/or milled will be marked by the Engineer, and a list of locations by milepoint with the tonnage and striping quantities will be furnished to the Contractor through the issuance of a written Purchase Order.

- B. Pavement striping will be applied at the Engineer's discretion per the existing field conditions prior to nightfall on the same day that the pavement is placed. Striping cannot be required without a patching order unless through a mutual agreement between the user and Vendor. **The price for striping will not be bid but will be established at \$0.50 per linear foot for 4" or 6" stripes.** A line item will be added to the awarded contracts for payment purposes.
- C. **The minimum quantity for an Asphalt Pavement Purchase Order will be 200 tons.** The minimum quantity may be adjusted if mutually agreed upon by the Engineer and Vendor. The minimum quantity for asphalt pavement milling and texturing will be 4 hours per Purchase Order. Purchase Orders may be placed for milling without paving or paving without milling.
- D. The rental rate for asphalt pavement milling and texturing will only be paid during the time the equipment is in actual use on the job. The County shall have the option to retain the millings. The County will be responsible for

hauling the millings if it chooses to retain them. If the County chooses not to retain the millings, they shall become the property of the Vendor and the Vendor will be responsible for hauling the millings. Purchase orders shall detail which party will retain millings for each order. Conform to Section 408.

Mobilization/Demobilization for milling machine price is a round trip fee. The County will only pay one mobilization/demobilization for milling machine fee per each Purchase Order. Mobilization between work sites shall be incidental. Purchase Orders for milling may include multiple locations in the county.

Mobilization/demobilization for milling machine shall be established at \$1,900 each. Line items will be added to the awarded contracts for payment purposes.

- E. To allow smooth entry and exit ramps onto the patch, the minimum paved length shall be 50 feet, and the vertical transition at the patch ends shall not exceed 1/4" per foot.
- F. Although the haul bill within the county shall be incidental, the Engineer will attempt to geographically group the paving locations as to reasonably accomplish a 200-ton daily production.
- G. Asphalt Tack Coat shall be incidental when the vendor is placing asphalt material; however, material certification is required upon request. A line item has been added for the application of Asphalt Tack Coat without asphalt material placement by the vendor. This item shall include all associated costs of mobilizing/demobilizing a distributor as well as all other direct costs for materials, equipment, and labor. In either case, the application rate shall be 0.4 lb per square yard of undiluted residue.
- H. Traffic Control shall be supplied by the Vendor according to the Manual on Uniform Traffic Control Devices, current edition, at no additional cost to the County.
- I. The Vendor will have 45 calendar days from the receipt of the Purchase Order to complete the paving.

The Vendor shall notify Kenton County Public Works personnel 48 hours prior to starting a given Purchase Order to allow for scheduling an on-site inspector.

- J. Remove type V pavement markers according to section 403. The removal of type V pavement markers will not be measured for payment but will be incidental to other items of work.

2.3 MATERIAL AND EQUIPMENT SPECIFICATIONS

- A. Self-Propelled Asphalt Pavers shall meet all provisions of Subsection 403.02.07. In addition, pavers shall be equipped with a rumble-strip roller attachment for shoulders. Milling machines shall be at least 320 Horsepower.
- B. Rollers shall meet all provisions of Subsection 403.02.08.
- C. All materials provided under Contracts resulting from this Solicitation shall be from suppliers currently approved by the KYTC Division of Materials. The material provided in these Contracts shall be in strict conformity with Sections 109, 112, 401, 402, 403, 406, 409, 713, 804, 805, and 806.
- D. Material types for Kenton County shall be:
 - Item 1 - CL 2 ASPH SURF 0.38D PG 64-22
 - Item 2 - CL 2 ASPH BASE 0.75D PG 64-22
 - Item 3 - CL 2 ASPH BASE 1.00D PG 64-22
 - Item 4 - SS-1H TACK OIL APPLIED
 - Item 5 - MILLING
- E. Permanent Pavement Striping shall be installed according to Section 713. The Contractor shall be responsible for the appropriate disposal of all paint containers, waste products, etc. The Contractor shall also be responsible for all necessary cleanup of any paint or other material which is spilled onto the pavement or elsewhere as a result of the operations.

2.4 SAMPLING AND TESTING

A. Basis of Acceptance

All mixture testing will be performed by the supplier's Superpave Plant Technologist (SPT) according to the appropriate specifications.

All types and classes of asphalt mixtures may be produced from a JMF approved for a current KYTC project. No mix design is required other than compliance with the gradation control points for Superpave mixtures according to AASHTO M323.

The frequency for mixture testing will be one AC and gradation determination for each type of mixture per 500 tons, on a cumulative basis, of material delivered via the subject Contract.

1. Mixture Produced by the Vendor

The test report(s) displaying the actual AC and gradation will be retained by the Vendor and available for review by the Kenton County Engineer or Kenton County Division of Purchases for a period of one year. Failure to provide a copy of a test report within 10 calendar days following the request shall result in Contract cancellation.

B. Non-Compliance

The County reserves the right to test the completed mixture or individual materials for the mixture prior to the final acceptance for payment. Materials or mixture found not in compliance with the requirements of this Contract may be rejected, removed and replaced at the Vendor's expense, or accepted at a reduction in the Contract price according to the pay adjustment schedule in Section 402.

C. Final Inspection

The Vendor shall notify the Kenton County Engineer upon the completion of a Purchase Order. Kenton County Public Works personnel will conduct a final inspection for pavement placement, rideability, workmanship, and striping retroreflectivity.

2.5 WEIGHING REQUIREMENT

All weighing of materials shall be according to Section 109.

2.6 PRICE ADJUSTMENT

Once a month, the County will compare the Kentucky Average Price Index (KAPI) for that month with the KAPI for the month of May 2020 to determine the percent of change. When the average price of the liquid asphalt increases or decreases more than fifteen percent from the original price, the County will adjust the Contractor's compensation. If a price adjustment is necessary, the adjusted price will take effect the first day of the following month and will remain in effect for all Purchase Orders issued that month. The adjusted price will be in effect for the entire forty-five days in which the contractor has to place the material. The KAPI is calculated monthly using the average price, per ton at the terminal, from the active suppliers of liquid asphalt. Asphalt content will be calculated at 5.3% in all mixes on this contract. For recycled mixtures, the County will determine the adjustment for the virgin asphalt cement only. The County will determine the price adjustment using the following formulas:

When PC is greater than PL:

Asphalt Price Adjustment = $(Q \times 5.3)/100 \times PL \times [(PC - PL)/ PL - 0.15]$ When PC is less

than PL:

Asphalt Price Adjustment = $(Q \times 5.3)/100 \times PL \times [(PC - PL)/ PL + 0.15]$ Where:

Q = Tons of material or mixture used

PL = KAPI for the month of June 2021
PC = KAPI for the month of adjustment

For the Kentucky Average Price Index (KAPI) go to:

<http://transportation.kv.gov/Construction/Pages/Fuel-and-Asphalt-Adjustment.aspx>.

The adjustment schedule is as follows:

Month Let	June 2021
Contract Effective Date	July 13, 2021
1st Adjustment Evaluation	July 2021
Adjustment (if necessary) Effective	August 1, 2021

Prices will be compared each month thereafter and adjusted if necessary until contract expiration.

2.7 LIABILITY INSURANCE

Liability Insurance in the amount of \$1,000,000.00 must be maintained throughout the life of the contract. A Certificate of Insurance naming Kenton County as co-insured must be submitted prior to execution of the Contract. The policy must provide that Kenton County (as co-insured) shall be given at least a 10 day advance written notice of any proposed cancellation or termination of the policy.

2.8 CONTRACT COMPONENTS & ORDER OF PRECEDENCE

The County's acceptance of the offer indicated by the issuance of an Award by the Kenton County Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions.

Any reference by KRS or KAR to State level Cabinets, Divisions, or Agency Heads shall be assumed by the user agency where appropriate.

2.9 TERM OF CONTRACT

The term of this Contract shall be for one (1) year beginning July 14, 2021 and ending July 13, 2022. This contract *is not* eligible for an extension.

Either the Bidder or the County may cancel this bid with a thirty (30) day written notice.

2.10 DIVISIONS/AGENCIES TO BE SERVED

This Contract shall be for use by the following Divisions/Agencies:

KENTON COUNTY PUBLIC WORKS

USER GROUPS AS DEFINED IN SECTION 3.21 – AWARD

This Contract designates specific Contractual responsibilities to the Public Works office and personnel. All billing and payments for materials purchased from an agreement(s) will be directly between the user agencies and Vendors.

No shipments or services are authorized until an official Purchase Order has been fully process by an authorized agency.

A Workers Compensation certificate shall accompany all bidding documents as proof of payment. Kenton County may request proof of Certification at such other times during the life of the Contract as it deems necessary.

2.11 WORKERS COMPENSATION

A Workers Compensation certificate shall accompany all bidding documents as proof of payment. Kenton County may request proof of Certification at such other times during the life of the Contract as it deems necessary.

3.0 SCOPE OF CONTRACT

3.1 QUANTITY BASIS OF CONTRACT

This Contract has no guarantee of any specific quantity, and the County is obligated only to buy that quantity which is needed by its agencies.

3.2 EXCEPTION TO REQUIRED USE OF CONTRACT

The establishment of this Contract is not intended to preclude the use of similar products when requested by the agency. The Kenton County Fiscal Court reserves the right to acquire large requirements through other competitive processes.

3.3 BASIS OF PRICE REVISIONS

See section 2.6

3.4 ADDITION OR DELETION OF ITEMS OR SERVICES

The Kenton County Purchasing Department reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the Kenton County Purchasing Department will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Purchase Orders from any agency referencing such items or services.

3.5 CHANGES AND MODIFICATION TO THE CONTRACT

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the Kenton County Purchasing Department. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the Kenton County Purchasing Department for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

3.6 EQUIPMENT

All equipment must be new and current model(s). The County recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the County and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

3.7 BASIS OF SHIPMENT

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

3.8 NOTICES

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Purchasing Manager.

Nicholas Hendrix, P.E.
Department of Public Works
Kenton County Fiscal Court
Phone: 859-392-1920
E-mail: nick.hendrix@kentoncounty.org

With copy to:

Holly Hill
Purchasing Manager
Kenton County Fiscal Court
Phone: 859-392-1430
E-mail: holly.hill@kentoncounty.org

After the Award, all communications of a contractual or legal nature are to be made to the Kenton County Purchasing Manager.

3.9 DELIVERIES

Delivery at the earliest possible date is desired but no later than **45 calendar days** from receipt of an official Purchase Order (P.O.).

In the event that the Vendor does not begin work within 45 days of receipt of a Purchase Order, the County will deduct \$100 per calendar day from the active P.O. until the work is completed.

Any and all items or portions of items not delivered on or prior to the expiration date shall be considered cancelled after that date. There will be no claim for damages allowed by reason of cancellation thereof.

3.10 INSPECTION

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

3.11 INVOICES

Invoices shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities

- f. Unit prices; and
- g. Extended totals.

3.12 PAYMENTS

The Vendor shall be paid upon the submission of the proper invoices to the receiving unit at the prices stipulated for the materials and services delivered and accepted. Payment may not be made for partial deliveries. In the event that the Vendor allows the Purchase Order to expire without being completed, two percent of the uncompleted value of the expired Purchase Order will be deducted from the next Purchase Order issued to the Vendor regardless of location.

Termination of the Contract(s) shall be understood to be July 13, 2022 and any and all items or portions of items not delivered on or prior to that date shall be considered cancelled after that date. There will be no claim for damages allowed by reason of cancellation thereof.

All invoices must be 30 days net of receipt of correct invoice. As an incentive for earlier payment, bidders for County contracts are encouraged to offer discounts for payments made in less than 30 days net.

3.13 POST CONTRACT AGREEMENTS

The Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The County shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the County and be cause for breach of contract.

3.14 SUBCONTRACTS

The vendor shall notify the County of any planned use of subcontractors in regards to the resulting contract. If the Kenton County Purchasing Department is provided evidence of the vendor making such an arrangement without submitting the proper information prior to use of the subcontractor, the contract may be cancelled immediately.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor's responsibility to make payment to the subcontractor. Payments shall not be made to the subcontractor by the County. Subcontractors having nonpayment issues that could not be resolved with the Vendor should report in detail these incidents to the buyer of record for this solicitation.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants.

The vendor is responsible for supplying the subcontractor with a copy of any applicable prevailing wage rates and the terms and conditions of the solicitation.

3.15 SERVICE PERFORMANCE

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the County and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the County for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the Kenton County Purchasing Department. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the Kenton County Purchasing Department for mediation.

3.16 ASSIGNMENT

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the County. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the County. Any purported assignment without this consent shall be null and void.

3.17 BID PRICING

ITEM 1 CL 2 ASPH SURF 0.38D PG 64-22
UNIT BID PRICE: \$_____ PER TON

ITEM 2 CL 2 ASPH BASE 0.75D PG 64-22
UNIT BID PRICE: \$_____ PER TON

ITEM 3 CL 2 ASPH BASE 1.00D PG 64-22
UNIT BID PRICE: \$_____ PER TON

ITEM 4 SS-1H TACK OIL APPLIED
UNIT BID PRICE: \$_____ PER GAL

ITEM 5 MILLING
UNIT BID PRICE: \$_____ PER HOUR

ITEM 6 MOBILIZATION/DEMobilIZATION FOR MILLING MACHINE
UNIT BID PRICE: \$1,900 EACH

ITEM 7 STRIPING 4 IN OR 6 IN
UNIT BID PRICE: \$0.50 PER LF

3.18 TERM OF CONTRACT

The term of this contract shall be for one (1) year beginning June 10, 2020 and ending June 9, 2021. This contract *is not* eligible for an extension.

Either the Bidder or the County may cancel this bid with a thirty (30) day written notice.

3.19 PAYMENT FOR WORK

Payment to the Bidder will be made monthly upon presentation of an Invoice properly documented with truck weight slips. All billing should be made to the governmental entity placing the order. Payment will be based upon the actual quantities of materials and/or services provided by the Contractor.

3.20 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.

3.21 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.

3.22 SUBMITTING THE BID

Sealed Bids are due in the office of the Purchasing Manager, 1840 Simon Kenton Way, Suite 5100, Covington, Kentucky, 41011 by 2:30 P.M., Thursday, July 1, 2021. 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 "**BID FOR IN-PLACE PAVING**". 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., Thursday, July 1, 2021 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.