



Campbell County Fiscal Court
1098 Monmouth Street, Newport, KY 41071

Invitation to Bid

I. Bid Information

- A.** Bid Request: AJ Jolly Park Tennis and Pickleball Court Resurfacing
- B.** Bid Posted: Monday, July 21, 2025
- C.** Department: Park
- D.** Bid opening: Thursday, August 7, 2025 at 2:00 PM
- E.** Location of Open: Campbell County Administration Building, Fiscal Court Chambers, 1st Floor, 1098 Monmouth Street, Newport, KY 41071

F. Bidder Information:

Bidders Name _____

Signature _____

Firm/Company _____

Firm/Co. Address _____

Firm/Co. Phone _____

Firm/Co. Email _____

II. Instructions to Bidders – Terms and Conditions

The Campbell County Fiscal Court will accept bids for AJ Jolly Park Tennis and Pickleball Court Resurfacing until the above-mentioned time and date.

A. Authority

1. This Invitation for Bids is issued in accordance with applicable provisions of the Campbell County Administrative Code Chapter 4 Purchasing and Contracts.
2. This is not an order. Please read all instructions, terms, and conditions carefully.

B. Transmission

1. Bids should be submitted in a sealed envelope addressed to Campbell County Finance, 1098 Monmouth Street, Suite 322, Newport, KY 41071.
2. The envelope must be clearly marked with the bid title.

3. Bids will be received at the CCFC Finance department via mail or package delivery to the reception desk on the first floor until the date specified. Late bids, those not clearly marked, or those that do not follow the instructions will not be accepted.
4. Campbell County Fiscal Court will not be held responsible for any premature opening or failure to open any bid not properly addressed and identified as stated above.

C. Instructions

1. Bid forms must be signed in blue ink with no corrective fluid or materials used.
2. One original and one copy of the bid must be submitted. Keep a copy of the bid for your records.
3. A list of qualifications and a minimum of three reference are required. Please refer to Section IX.
4. Bidders should verify their bids before submission. Errors in preparing the submission confers no right of withdrawal or modification after open.
5. Bidders are responsible for all costs associated with the preparation of response to the invitation for bids. Campbell County is not liable for any costs incurred by bidders in their response to this request.
6. A pre-bid or pre-award visit to bidder may be required at the discretion of the Owner.

D. Pricing

1. Firm prices are required.
2. All prices quoted must be F.O.B. destination shown in shipping instructions on specification.
3. Insert time discounts, if any. Time discounts will not be a factor in award determination.
4. Quotations must be submitted on the bid price sheet indicating unit price, total extension of each item, and grand total of bid.
5. Unit prices should be based on the bid specification instructions. Please direct questions to the County at 859-547-1827 prior to submitting a bid.
6. Trade discounts must be deducted by the vendor in calculating the unit price. The unit price must be net.
7. CCFC is sales and use tax exempt.

E. Warranty

The selected Bidder shall provide warranty on any services and materials found to be defective or faulty due to imperfect or bad workmanship/materials within one year from the date of completion at no additional cost to the County. This warranty does not change or void any warranties expressed or implied to which the purchase is subject.

F. Regulatory Compliance

1. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to Campbell County Fiscal Court 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 Campbell County Fiscal Court contracts for a period of two (2) years.
2. All bidders must possess all federal, state, and local qualifications licenses to provide products or services in Campbell County, the Commonwealth of Kentucky, and the United States. ***Please note: Insurance requirements in Section III, Item J of the bid specifications must be met by the awarded bidder.***

- a. Including, but not limited to
 - i. Business license issued by the Occupational License Department of Campbell County (see County website for application)
 - ii. Hazardous Communication Program (OSHA)
 - iii. Workers' Compensation Certificate
 - iv. Liability Insurance
 - v. Listed on current KYTC list of pre-approved bidders
3. Successful bidder shall comply with the Kentucky Human Rights Act, HRA 344.150-344.270 as amended and any rules and regulations promulgated therewith, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated herein by reference. Furthermore, the successful bidder shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended.
Per Title VI of the Civil Rights Act of 1964, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise be subjected to discrimination under any program or activity for which a project, contractor/vendor or the county may receive federal financial assistance.
4. The scoring of this bid is subject to reciprocal preference for Kentucky resident bidders. Bidders not claiming resident bidder status need not submit the corresponding affidavit.

G. Bonds

1. Bid bonds, performance bonds, and payment bonds as prescribed by KRS 45A.430, 435, 440 are required for any bids/proposals that exceed \$99,999. Each bid, or the combination of submitted bids, over \$99,999 must be accompanied by a 5% bid bond of the grand total of the bid. The bid bond of the successful bidder will be retained until a performance bond has been executed and approved, after which the bid bond will be returned. The successful bidder will be required to post a performance bond in the amount of 100% of the bid if awarded a contract over \$99,999. Bonding and surety requirements may vary by project/commodity. Please contact Owner for more information.

H. Reserved Rights

1. Campbell County Fiscal Court reserves the right to reject any or all bids, including without limitations the right to reject any or all nonconforming, non-responsive, incomplete, unbalanced, or conditional bids, to waive formalities, and to reject the bid of any Bidder if CCFC believes that it would not be in the best interest of Campbell County Fiscal Court to make an award to that Bidder. CCFC also reserves the right to negotiate with the apparent qualified Bidder to such an extent as may be determined by Campbell County Fiscal Court.
2. CCFC reserves the right of renewal for any service and maintenance contracts that may be needed for a minimum of two (2) one (1) year periods.
3. In the event the successful bidder fails to commence substantial work on the project within thirty (30) days and the County does not waive this requirement, the County shall have the option to reject the bid and to void the contract, and in such event to either accept the next lowest and best bidder or to negotiate with the best qualified bidder
4. In the event the successful bidder fails to complete the project by the completion date and the County has not waived this requirement in writing, the County shall receive from the bidder (or withhold from the bidder, at its option) liquidated damages of 3% of total bid per project per calendar day.
5. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful bidder.

I. Award

It is the intent of Campbell County Fiscal Court to award a contract to the lowest responsible bidder meeting specifications. CCFC reserves the right to determine the lowest responsible bid/offer in any way determined to be in the best interests of Campbell 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, 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.

III. General Conditions

A. Specifications

No deviation from these specifications will be permitted except upon written permission from the Owner. The Owner is to be the final judge as to the interpretation of the specifications for the project.

B. Workmanship and Materials

All materials unless otherwise specified shall be new. Materials and workmanship shall be of good quality. The work of construction shall be carried out in a substantial manner, subject to the monitoring by the Campbell County Fiscal Court, hereinafter "CCFC".

C. Additions or Omissions

CCFC reserves the right to make alterations, additions to or omissions from the specifications. Should CCFC require additional work, an addendum outlining the scope of work will be submitted to the Contractor who may provide a written schedule of extra cost. CCFC may accept or reject the addendum proposal. An accepted addendum shall not be considered as a waiver of any condition of the contract nor invalidate any of the provisions nor be a release of the performance bond. No allowance will be made for extra work not authorized by CCFC. All work or materials shown on the plans and not mentioned in the Bid Documents, or any work mentioned in the Bid Documents and not shown on the plans, shall be furnished, performed and completed by the Contractor as if the same were mentioned both in the Bid Documents and shown on the plans.

D. Supervision and Equipment

The Contractor, in addition to his own personal supervision, shall keep constantly employed on the work, a thoroughly competent foreman. The Contractor shall furnish adequate tools and mechanical equipment necessary for the proper execution of the work to be performed.

E. Order of Work

The Contractor shall proceed with the various items of work in such a manner that other items of work will not be endangered. The Contractor shall, after starting work, carry the work quickly to completion.

F. Loss of Accident

The Contractor shall assume all risks and bear any loss occasioned by neglect, accident or other cause until work is complete and accepted by the CCFC. The Contractor shall maintain all necessary barriers and lights for the protection of the public and for the protection of the work. The Contractor will be held responsible for damage to adjoining property.

The Contractor shall indemnify and save harmless CCFC and duly authorized agents from any and all claims and all loss or damage suits, judgments, fines or sums of money accruing or claimed to accrue, to any person, corporation, municipality, firm or company against the property or any violation of laws or

regulations, howsoever resulting, growing out of or claimed to grow out of, any act or omission of, or method pursued, or hazard encountered by the Contractor including his agents, servants or employees in or about the work herein undertaken to be done by the Contractor. The Contractor must further save harmless CCFC against any and all claims or liens placed against said work by any laborer, material supplier or finisher.

G. Approval

CCFC shall approve all workmanship and material before the work is considered complete.

H. Removal of Excess Soil, Rubbish and Equipment

The Contractor shall upon completion remove all excess soil, rubbish, debris and equipment from the premises and leave said premises in a neat and clean condition.

I. Payments

Payment shall be made within thirty (30) days after completion and final acceptance of the work by the CCFC. No payment shall be made for any unauthorized work.

J. Insurance

Contractor shall submit a "Certificate of Insurance" showing proof of Kentucky's Workmen's Compensation Insurance and Liability insurance of not less than \$500,000.00 prior to the County issuing a Purchase Order for the project.

K. Contract

The successful bidder will be required to enter into a contract for the work with the Campbell County Fiscal Court.

IV. Special Conditions

A. Scope of Work

The work to be performed under this contract consists of furnishing all materials, equipment, supplies, labor and transportation, including fuel, power, and water, and performing all work as required in Item E, Statement of Work, of this section.

B. Project Schedule

CCFC's preference is that the work be completed on or before

October 30, 2025

C. Site Visit

Prior to beginning any work on the project, the Contractor shall schedule and have a site visit with representatives of CCFC. Call Mike Braun at 859-743-4145 to gain access.

D. Statement of Work

The following items in Section V are to be completed under this contract. The summation of these items is to resurface and restripe the three tennis courts approximately 145'x120', leaving two dedicated tennis courts and two dedicated pickleball courts, and generally leave the area in a restored condition acceptable to CCFC. The sequence in which the bid specifications are listed is not intended to restrict the Contractor from selecting his/her own sequence. The selected sequence should be such that no task detracts from or damages a previous task, or prohibits the proper completion of a subsequent task.

V. Bid Specifications

- A.** Clean surface to ensure proper adhesion of court surfacing material
- B.** Sand bumps down
- C.** Crack repair with patch mix and sand down (approx. 1900LF) Dyna binder and Riteway system inside the playing area or equivalent
- D.** Install 2 coats of Nova Combination, Dynaflex Acrylic resurfacer or equivalent color surface
- E.** Install textured white pickleball lines and tennis lines per USAPA standards
- F.** Level and patch approx. 20 low spots that hold water
- G.** Install 2 permanent pickleball nets heavy duty type
- H.** Basketball court approx. 80' x 60' will also be recoated
- I.** Clean surface to promote proper adhesion
- J.** Sand bumps down
- K.** Fill approx. 520LF of cracks with filler and sand down
- L.** Fill low spots and sand down - Approx. 6 spots
- M.** Stripe lines to match existing with textured paint
- N.** This is a lump sum project and installed cost will not exceed bid price.
- O.** All work may be done during normal business hours

VI. Bid Sheet

Total Bid: _____

Any Alternates: _____

Begin Project Date: _____

End Project Date: _____

Name: _____

Company: _____

Signature: _____

Date: _____

VII. Authentication of Bid and Affidavit of Non-collusion and Non-conflict of Interest

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 432.170: That I am the bidder (if the bidder is an individual, a partner (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);

That the attached bid or bids covering Campbell County Fiscal Court, has been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor or materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

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;

That the bidder is legally entitled to enter into the contracts with the Campbell County Fiscal Court and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 16.092, 61.096 and 42.990; and

(Applicable to corporations 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.

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

NOTICE

Any agreement of collusion among bidders or prospective bidders which restrains, tend to restrain, or is reasonably calculated to restrain completion by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of KRS 355.080 and 305.000 which permit the regulation of resale price by contract do not apply to sales to the State, no sales to Local Governments.

Any person who violates any provisions of Kentucky Revised Statue 42.076 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year no more than five years, or both such fine and imprisonment. Any firm, Corporation or association which violates any of the provision of KRS 42.076 shall, upon conviction, be fined not less than ten thousand dollars no more than twenty thousand dollars.

In submitting this bid on the Bid Price Sheet, it is expressly agreed that upon proper acceptance by the Campbell County Fiscal Court of any or all items bid, a contract shall hereby be created with respect to the items accepted.

Signed by: _____ Date _____

Firm/Company _____

Address _____

Phone _____

VIII. Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status

For Bids and Contracts in General:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY (Campbell County Fiscal Court) reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name: _____

Address: _____

Subscribed and sworn to before me by: _____
Affiant Title

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

____/____/____
My commission expires

IX. References/List of Relevant Work

1. Attach additional sheets if necessary

Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	
Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	
Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	