

# JOHNSON COUNTY FISCAL COURT

## **4595-0011 – FREEMAN ROAD CULVERT REPAIR**

### REQUEST FOR BIDS

Johnson County (County) is seeking sealed bids for the construction of improvements made to the culvert on Freeman Road located at coordinates (37.745846, -82.830339). Construction will adhere to engineering designs included in this RFB. This project will be partially funded through FEMA's Hazard Mitigation Program with the purpose of restoring functionality and mitigating flood risk to the area.

### BID SUBMISSION

Bids and all required documents must be submitted online to the DFS Procurement Portal (hereinafter "DFS Portal" or "Portal") at [dfs.bonfirehub.com](https://dfs.bonfirehub.com) no later than **Friday, June 5, 2026 at 9:00 A.M.**, local time (EST).

Bids received after the due date and time will be considered non-responsive and will not be considered.

Questions regarding this RFB are to be submitted within the Portal at [dfs.bonfirehub.com](https://dfs.bonfirehub.com) by May 29, 2026 at 5:00 PM. For questions regarding portal registration or navigation, please email: [procurement@erassist.com](mailto:procurement@erassist.com).

Bid opening will occur and be awarded at the Johnson County Fiscal Court Meeting on **Monday, June 8, 2026 at 4:45 PM.** at 230 Court St Suite 201, Paintsville, KY 41240

Submission of any bid signifies the Contractor's agreement that their bid and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County of Johnson County Fiscal Court and the successful bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

Bidders must provide insurance policies in the DFS Procurement Portal showing proof of general and professional liability coverage upon submission.

Bidders shall submit a bid guarantee in the amount of 10% percent of the total bid price, which shall be in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guaranteed other than bid bonds will be returned (a) to unsuccessful bidders after the opening of bids; and (b) to the successful bidder upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the bid. Hard copies shall be delivered to the Johnson County Fiscal Court at 230 Court St, Suite 201, Paintsville, KY 41240. Soft copies shall be uploaded to the DFS Procurement Portal.

## GENERAL TERMS & INFORMATION

- All requested information fields in the Portal must be filled out to be considered a valid bid.
- Work is expected to be completed **within 60 days of contract award.**
- **Work will not be considered complete until all invoice documents are provided and invoice validation is complete.** Final invoice with all required documents must be provided in a single transmission (email or link to a dropbox , google drive, or other file sharing service). Multi-part transmission of invoice documentation will cause a delay in validation which will affect payment processing timelines and designation of completion.
- Project locations and site photos are provided in Appendix A of this RFB.
- Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.
- The contractor will restore any landscaping, asphalt, concrete, etc. disturbed during construction to its original state or approved alternative. Any damage to the County's property caused during construction will be repaired at the contractor's expense.
- Contractors will be responsible for determining all requirements and permits needed to complete the reconstruction work and any associated components needed to ensure the proper, efficient, and safe completion of this project. The awarded contractor will also be responsible for obtaining any and all engineering approvals mandated and required by federal, state, or local codes or regulations. All permits, inspections, engineering approvals and associated requirements are the responsibility of the selected Contractor. Copies of required permits and approvals must be provided to the County upon receipt.
- This work is for a specific site/repair with quantities listed on a FEMA grant; as such documentation supporting the quantities must be provided (e.g. quarry tickets, or load counts/truck capacities). Invoices must list the haul off location of any debris, spoils, or waste (example: permitted landfill, recycling location, or road dept for reuse).
- Payment will follow only after work is completed, all documentation is received from the Contractor and reconciled by the Grants Management Team, and after approval by the Fiscal Court. (Documentation to include items such as before/after photos (always required), quarry documentation, quantity documentation, and documentation of disposal).
- Successful bidders, assigns, subcontractors must be compliant with all applicable Federal, State and Local laws.
- The Johnson County Fiscal Court reserves the right to accept or reject any or all bids. The right is also reserved to waive any minor irregularities in this bid, and to award the bid to the bidder whose offer is most advantageous to the County and in the best interests of the County.
- The Johnson County Fiscal Court is an Equal Opportunity Employer. All companies, including women, minority, and veteran owned businesses are encouraged to submit a bid

- Work can not start until the contract agreement is fully executed and the contractor has made contact with the Johnson County Fiscal Court to schedule work and work supervision/inspection.
- Work will follow all best construction practices. All work shall conform to Division 400 of the KY Department of Highways 2019 Standard Specifications for Road and Bridge Construction, which can be found at <http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>
- For Ditching Projects or culvert clean out projects. Earthen Material from Ditching or Culvert Clean Out may be worked into surrounding embankment at appropriate angles, especially in locations under which Channel Lining will be installed. Remaining Sediment or Earthen Material must be hauled to a government borrow pit (location/tickets/photos must be included on invoice) or hauled to a landfill. Debris must be hauled to a landfill. Landfill tickets are required to be submitted with an invoice.
- Invoices must include at least 4 Photos of “Before” and 4 Photos “After” work completion. Photos must be taken with an app (such as Solocator or GPS Camera) that displays the GPS (and preferably road name) and date.
- If rock/aggregate or fill material is supplied as part of this work, the Invoice must list the quarry location of aggregate or the source location of the fill. If rock/aggregate is supplied from a third party, must provide documentation from the third party of the original location of the aggregate or fill. Third party documentation must be signed and submitted on third party letterhead.
- All specifications must meet engineering design requirements.
  - [Engineering Design Drawings](#)

The following forms are provided in this RFB for reference. Bidders must review each form and enter their response as directed in the Portal’s Required Information section. The confirmation or declaration statement for each form for which a response is required is provided in a gray box at the bottom of each form in this document. All responses must be true and accurate and shall be considered the equivalent of a legally-binding electronic signature.


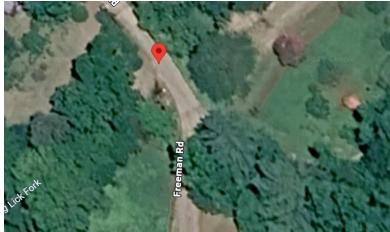
1. ATTACHMENT 1: Bid Certification and Cost Proposal Form
2. ATTACHMENT 2: Non-Collusion Declaration
3. ATTACHMENT 3: Certification Regarding Lobbying
4. ATTACHMENT 4: Form 200.321 Affirmative Steps
5. ATTACHMENT 5: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
6. ATTACHMENT 6: Conflict/Non-Conflict of Interest Statement
7. ATTACHMENT 7: Drug-Free Workplace Affidavit
8. ATTACHMENT 8: Insurance Coverage Declaration

**Appendix A - SCOPE OF WORK - CULVERT REPLACEMENT**

**Replacing existing 2-72" steel culverts with a box culvert with sloped and flared headwalls. Stream restoration bank stabilization of 60 linear ft tributary tie-in along Big Lick Fork in accordance with the engineering plans linked below.**

All specifications must meet engineering design requirements.

[Engineering Design Drawings](#)

	Current Site Standard	Location
<ol style="list-style-type: none"> <li>1. Excavate and backfill area to Precast box culvert installation specifications, including remove damaged existing culverts (Approximately 147 tons)</li> <li>2. Provide and Install 12'x 6'x28' Concrete Box Culvert including wing walls, Apron, and Energy Dissipators according to Kentucky DOT specifications.</li> <li>3. Install approximately 280 Tons of DGA Road Base on top of culvert.</li> <li>4. Grade road for proper drainage and Install approximately 18 Tons of Recycled Asphalt Concrete</li> <li>5. Include approximately 6 tons of 1"thick road surface</li> </ol>		<p align="center">(37.745846, -82.830339)</p> 

**ATTACHMENT 1: Bid Certification and Cost Proposal Form**

**Example: Box Culvert Installation Unit Cost Bid Form**

Unit pricing shall be all-inclusive and include all labor, equipment, material, and supply costs and shall not be increased or changed for any reason other than changes requested or approved by the County.

<b>Description</b>	<b>Unit of Measure</b>	<b>Qty</b>
Removal and Disposal of existing culverts	Lump Sum	1
Provision and installation of all materials surrounding the installation of 28'L X 12'W X 6' concrete box culverts on Freeman Road including the box culverts, excavation and backfill to engineering specifications.	Lump Sum	1
Restoration and stabilization of stream banks and tie in streams, to engineering standards	Lump Sum	1
Grade and pave road above box culvert	Lump Sum	1
Mobilization/Demobilization and Traffic Control	Lump Sum	1

## ATTACHMENT 2: NON-COLLUSION DECLARATION

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct.

### **DFS Portal Confirmation / Declaration:**

Do you confirm that you have read the Non-Collusion declaration and therefore declare under penalty of perjury under the applicable laws that the Non-Collusion Declaration is true and correct? (Y/N)

### ATTACHMENT 3: CERTIFICATION REGARDING LOBBYING

The undersigned certifies that, to the best of his or her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. Chap 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

#### **DFS Portal Confirmation / Declaration:**

Do you, the Contractor, confirm that you have read the Certification Regarding Lobbying form and certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. (True/False)

**ATTACHMENT 4: FORM 200.321 AFFIRMATIVE STEPS**

**CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS 2 CFR §200.321**

The Johnson County Fiscal Court is required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If contractors (including engineers) use subcontractors, they are required to take the following affirmative steps:

- Place qualified enterprises on solicitation lists
- Assure that enterprises are solicited whenever they are potential sources
- Divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by enterprises
- Establish delivery schedules, where the requirement permits, which encourage participation by enterprises
- Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**DFS Portal Confirmation / Declaration:**

Do you confirm that you have read the 200.321 Affirmative Steps Confirmation and agree to take the listed affirmative steps when using subcontractors. (Y/N)

**ATTACHMENT 5: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION**

Neither the entity or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**DFS Portal Confirmation / Declaration:**

Do you confirm that neither the entity nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency? (Y/N)

**ATTACHMENT 6: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

To the best of our knowledge the bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project. [ SELECT YES IF TRUE ]

OR

The bidder, by attachment, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. [ SELECT NO IF TRUE & UPLOAD DOCUMENTATION ]

Failure to answer appropriately may result in disqualification of your bid.

**DFS Portal Confirmation / Declaration:**

Do you confirm that to the best of your knowledge the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project? (Y/N)

If answered no, documentation must be uploaded containing information regarding what may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## ATTACHMENT 7: Drug-Free Workplace Affidavit

The undersigned certifies that the responding firm has taken steps to :

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed, a copy of the drug- free workplace statement.
4. In the statement specified in drug-free workplace statement, notify the employees that as a condition of working on the commodities or contractual services that are under bid the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### **DFS Portal Confirmation / Declaration:**

Do you confirm that you have read the Drug-Free Workplace Affidavit and certify that the responding company complies fully with the listed requirements? (Y/N)

If answered Yes, please upload Drug-free workplace policy

## ATTACHMENT 8: INSURANCE COVERAGE DECLARATION

Contractor **shall** complete the form below **and attach** the following insurance policies (including all endorsements) to this proposal. Failure to do so, may result in a rejected Proposal.

1. Commercial General Liability – in the amount of two million dollars (\$2,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting Contractor or shall be at least twice the required occurrence limit.
2. Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit / any auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
3. Worker's Compensation – Proposer shall provide a policy with employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the County. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

Do you confirm that you have read the Insurance Coverage Declaration and have provided copies of the insurance policies. (Y/N)