

CITY OF PAINTSVILLE, KENTUCKY

4860 – 949772 - PAINTSVILLE GOLF COURSE EMBANKMENT AND PATH REPAIRS

REQUEST FOR BIDS

The City of Paintsville ("City") is seeking sealed bids for embankment and path repairs to the Paintsville Golf Course ([37.80498, -82.77641](tel:37.80498,-82.77641)).

BID SUBMISSION

Bids and all required documents must be submitted sealed in an envelope with the title "Paintsville Golf Course Repair" to the Paintsville City Hall, 340 Main Street, Paintsville, KY 41240 no later than **Monday, September 28, 2026 at 8:30 A.M.**, local time (EST).

Bids received after the due date and time will be considered non-responsive and will not be considered. Multiple submittals from the same entity will not be accepted.

Bids will be opened publicly and awarded at a special call of the Paintsville City Council September 28, 2026 at 8:30 AM at the Paintsville City Hall, 340 Main Street, Paintsville, KY 41240.

All bids must be properly certified by the entity bidding for the work and signed by an officer, director or owner that has authority to bind and commit the Contractor to perform said work and services.

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 City of Paintsville 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 their submission packet showing proof of general and professional liability coverage upon submission.

Bidders shall submit a bid guarantee in the amount of 5% 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 City of Paintsville 340 Main Street, Paintsville, KY 41240.

GENERAL TERMS & INFORMATION

- All requested forms in the Request must be filled out to be considered a valid bid.
- Work is expected to be completed **within 60 days of contract award.**
- 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>
- Earthen Material from Ditching or 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.
- **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 City’s property caused during construction will be repaired at the contractor’s expense.
- **To protect the playing surface, all materials must be moved using only a wheelbarrow. No motorized equipment is allowed on the golf course. A submitted bid should reflect this operational requirement in its price.**
- Contractors will be responsible for determining all requirements and permits needed to complete the 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 City 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 Mayor and City Council. (Documentation to include items such as before/after photos (always required), quarry documentation, quantity documentation, and documentation of disposal).
- Successful bidders, assigns, and subcontractors must be compliant with all applicable Federal, State and Local laws.
- The City of Paintsville 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 City and in the best interests of the City.
- The City 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 City of Paintsville to schedule work and work supervision/inspection.

To be considered a valid bid, the following attachments must be filled out, signed, and submitted:

1. ATTACHMENT 1: Certification and Cost Proposal Form
2. ATTACHMENT 2: References
3. ATTACHMENT 3: Subcontractor List
4. ATTACHMENT 4: Non-Collusion Declaration
5. ATTACHMENT 5: Certification Regarding Lobbying
6. ATTACHMENT 6: Form 200.321 Affirmative Steps
7. ATTACHMENT 7: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
8. ATTACHMENT 8: Conflict/Non-Conflict of Interest Statement
9. ATTACHMENT 9: Drug-Free Workplace Affidavit
10. ATTACHMENT 10: Insurance Coverage Declaration

Appendix A - SCOPE OF WORK

Please Note: To protect the playing surface, all materials must be moved using only a wheelbarrow. No motorized equipment is allowed on the golf course. A submitted bid should reflect this operational requirement in its price.

Scope of Work	Current Site Standard
Paintsville Golf Course	
Site 1A: GPS 37.80333, -82.77673 1. Remove 32.96 CY of native fill (89'L x 5'W x 2'D) 2. Install 83 SY of Geotextile Fabric (93'l x 8'W) 3. Install 25 Tons of Class II Channel lining (89'L x 5'W x 1'H)	

Site 1B: GPS Start [37.80354, -82.77694](#), End [37.80406, -82.77750](#)

1. Remove 133.33 CY of Native fill (360'L x 5'W x 2'D).
2. Install 324 SY of Geotextile Fabric (364'L x 8'W)
3. Install 100 Tons of Class II Channel Lining (360'L x 5'W x 1'H)



Site 1C: [GPS 37.80426, -82.77747](#):

1. Remove 50.37 CY of Native fill (136'L x 5'W x 2'D).
2. Install 125 SY of Geotextile Fabric (140'L x 8'W)
3. Install 38 Tons of Class II Channel Lining (136'L x 5'W x 1'H)



Site 1D: [Start 37.80474, -82.77736](#), [End 37.80555, -82.77686](#)

1. Remove 45.04 CY of Native fill (304'L x 2'W x 2'D).
2. Install 171 SY of Geotextile Fabric (308'L x 5'W)
3. Install 34 Tons of Class II Channel Lining (304'L x 2'W x 1'H)



Site 1F: [GPS 37.80659, -82.77706](#):

1. Remove 2.81 CY of Native fill (38'L x 2'W x 1'D).
2. Install 22.22 SY of Geotextile Fabric (40'L x 5'W)
3. Install 4.22 Tons of Class II Channel Lining (38'L x 2'W x 1'H)

Excessive sediment over
1 1/2 foot depth through
most of it



Site 2A: [37.80768, -82.77711](#)

1. Remove and replace 13 Tons of Asphalt to Golf Course Cart Path (175 FT long x 6 FT wide x 2 IN deep).

Site 2B: [37.80742, -82.77752](#)

1. Remove and replace 3 Tons of Asphalt to Golf Course Cart Path (40 FT long x 6 FT wide x 2 IN deep).

Site 2C: [37.80665, -82.7775](#)

1. Remove and replace 5.65 Tons of Asphalt to Golf Course Cart Path (77 FT long x 6 FT wide x 2 IN deep).

Site 2D: [37.80699, -82.77713](#)

1. Remove and replace 7.70 Tons of Asphalt to Golf Course Cart Path (70 FT long x 9 FT wide x 2 IN deep).

Site 2E: [37.80600, -82.77692](#):

1. Remove and replace 8.25 Tons of Asphalt to Golf Course Cart Path (45 FT long x 15 FT wide x 2 IN deep).

Site 2F: [37.80549, -82.77692](#)

1. Remove and replace 1.37 Tons of Asphalt to Golf Course Cart Path (16 FT long x 7 FT wide x 2 IN deep).

Site 2G: [37.80504, -82.77713](#)

1. Remove and replace 2.05 Tons of Asphalt to Golf Course Cart Path (28 FT long x 6 FT wide x 2 IN deep).



Site 2I: [37.80468, -82.77743](#)

1. Remove and replace 24.8 Tons of Asphalt to Golf Course Cart Path (145 FT long x 14 FT wide x 2 IN deep).

Site 2J: [37.80487, -82.77818](#)

Remove and replace 3.42 Tons of Asphalt to Golf Course Cart Path (40 FT long x 7 FT wide x 2 IN deep).



Site 3A: [37.80467, -82.77738](#)

1. Remove and replace 2 existing culverts with 120 LF of 26 IN diameter HDPE culvert. (60 LF each).
2. Install 173 SY of Geotextile Fabric around culvert and rock bedding according to specifications
3. Install 119 Tons of Crushed Limestone Backfill around culvert.
4. Install 8.33 Tons of DGA road base on top of culvert.
5. Install two (2) IN Diameter Culvert headwall to end of culvert



Site 3B: [37.80488, -82.77818](#)

1. Unclog and Uncover end of existing culvert.
2. Install 10 LF of 18 IN diameter HDPE culvert to extend length of the current culvert.
3. Install 9 SY of Geotextile Fabric around culvert and rock bedding according to specifications
4. Install 7.77 Tons of Crushed Limestone Backfill around culvert.
5. Install 0.63 Tons of DGA road base on top of culvert.



Site 3C: [37.80488, -82.77818](#)

1. Remove existing PVC Pipe Culvert (8.5 FT long x 5 IN in diameter) and fill in the hole with backfill.



ATTACHMENT 1: Certification and Cost Proposal Form

Proposing Certification: I have carefully examined the Request for Bids and any other documents accompanying or made a part of this Request for Bids.

I hereby propose to furnish the goods or services specified in the Request for Bids at the rates quoted in my response to the Cost Proposal Form. I agree that my response will remain in effect for a period of up to one hundred eighty (180) days.

I agree to abide by all conditions of this Bid and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the bidder as its act and deed and that the bidder is ready, willing and able to perform if awarded the Contract.

I certify this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid for the same product or service. I further certify that no officer, employee or agent of the City of Paintsville or of any other Bidder has a financial interest in this Bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Business Name	
Business Address	
Point of Contact Name	
Office Phone	
Cell Phone	
Email	
Cost Proposal Person's Name (person certifying rates)	
Cost Proposal Person's Position (person certifying rates)	
Cost Proposal Person's Signature (person certifying rates)	

City of Paintsville Golf Course Cost Proposal 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 City.

To protect the playing surface, all materials must be moved using only a wheelbarrow. No motorized equipment is allowed on the golf course. A submitted bid should reflect this operational requirement in its price.

Description	Unit of Measure	Qty	Unit \$ Rate	Line Item Total
Provision and Installation of Geotextile Fabric	SY	907.22		
Provision and Installation of Class II Channel Lining	TON	201.22		
Provision and Installation of Crushed Limestone Backfill	TON	126.77		
Provision and Installation of DGA Road Base	TON	8.98		
Remove existing culvert and provision and installation of 26 IN HDPE Culvert	LF	120		
Provision and Installation of 18 IN Diameter HDPE Culvert	LF	10		
Provision and Installation of 26 IN Diameter Culvert headwall	EA	2		
Remove existing 5 IN Diameter PVC Pipe Culvert and fill in the hole	LF	8.5		
Unclog and Uncover end of existing Culvert in Site 3B	Lump Sum	1		
Excavate and Remove Native Fill	CY	264.51		
Remove and replace Asphalt on Golf Course Path	TON	69.24		
Mobilization/Demobilization and Traffic Control	Lump Sum	1		
Grand Total (Lump Sum for All Golf Course Repairs)				

The Contractor is solely responsible for verifying the accuracy of the grand total submitted with its bid. The grand total shall be considered firm and final upon submission and shall not be adjusted due to errors, omissions, or miscalculations made by the Contractor in determining the bid amount. The Not To Exceed amount in any awarded Contract will not exceed the Grand Total amount provided by the awarded contractor in winning bid.

ATTACHMENT 2: References

Provide three references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Client references for prime and subcontractors other than those appearing below may be checked as well. An additional sheet or alternate form may be used.

Client Name	Contact Name/Phone/Email	Description of Project

ATTACHMENT 3: Subcontractor List

List any subcontractors here. Use an additional page or alternate form if necessary.

ATTACHMENT 4: NON-COLLUSION DECLARATION
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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.

Authorized Signature	
Company Name	
Name and Title of Signer	
Date	

ATTACHMENT 5: 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.

Authorized Signature	
Company Name	
Name and Title of Signer	
Date	

ATTACHMENT 6: 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 City of Paintsville 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

Authorized Signature	
Company Name	
Name and Title of Signer	
Date	

ATTACHMENT 7: 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.

Authorized Signature	
Company Name	
Name and Title of Signer	
Date	

ATTACHMENT 8: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
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CHECK ONE

☐ To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Failure to check the appropriate blocks above may result in disqualification of your bid. Selecting potential conflict does not disqualify a bidder; however, additional information will need to be provided.

Authorized Signature	
Company Name	
Name and Title of Signer	
Date	

ATTACHMENT 9: Drug-Free Workplace Affidavit
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Each Bidder shall attach a copy of their Drug-Free Work Policy with the bid.

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.

Authorized Signature	
Company Name	
Name and Title of Signer	
Date	

ATTACHMENT 10: INSURANCE COVERAGE DECLARATION

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

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 City. 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.

Insurance Carrier	Type of Coverage	Limit (\$)	Expiration Date
	General Liability		
	Commercial Auto		
	Worker's Compensation		

Authorized Signature	
Company Name	
Name and Title of Signer	
Date	