

CITY OF LYNDON, KENTUCKY

LEAF REMOVAL SPECIFICATIONS- 2021

Bidders shall submit a bid for two pick-ups per residential property, per map supplied by city. One pick- up session consists of a three-day week, lasting three weeks, on all residential streets. There are approximately 2,500 households in Lyndon. The leaves to be removed will be in piles along the right of way in front of each residential property. Only those leaves will be serviced through this contract. A listing of city streets and dates will be given after bid is awarded.

Bidders shall submit details of their scope of work along with a renewal price for a second and third year option. Bidders are required by specification to submit a comprehensive and inclusive bid price which covers any and all costs of services, including but not limited to fuel. Bidders shall be responsible for the removal and disposal of leaf litter on a daily basis. The City will be responsible for notifying residents regarding pickup dates.

The specifications required below by the City of Lyndon, Kentucky for the person, firm or corporation receiving any contract to perform services for the City:

The successful Contractor agrees to the following:

1. Maintain adequate telephone facilities in specification to receive any complaints directly from the city. Produce list of at least three client referrals.
2. Contractor agrees to complete performance under this Specification and the attached and incorporated Bid Packages, free and clear of all liens, claims, and encumbrances. Before payment, Contractor's work must pass inspection and in all respects be of a high quality and sufficient for a public project.
3. If Contractor fails to perform the work in accordance with these Specifications and Bid Packages, the contract may be voided at the pleasure of the City and the City may employ the services of another vendor to provide substitute services. City may without liability terminate the whole or part of payment under this specification until the work is finished, at which time, if the unpaid balance of the amount to be paid Contractor under the specification shall exceed the City's cost of finishing the work, plus any damage incurred through default of the Contractor, such excess shall be paid by City to Contractor; if such amount exceeds such unpaid balance. Contractor shall be liable for and shall pay difference to City.
4. Except as otherwise specifically provided in the specification, Contractor shall not subcontract any part of the work -- without City's consent. Such consent, however, shall not relieve Contractor of any of its obligations. The provisions of this article do not apply

to purchase of raw materials, standard commercial supplies, qualified products list and hardware items.

5. Contractor must complete the work by the last scheduled date on list of streets (weather permitting). If Contractor has not completed the work, liquidated damages will be assessed at the rate of \$250.00 per day, unless additional time to complete is allowed at the sole option of the City of Lyndon.
6. Contractor agrees to comply with the applicable provisions of any Federal, State or Local law or Ordinance and all specifications, rules, and regulations issued thereunder.
7. Contractor's relationship and that of its agents, servants, and employees to City in the performance of the specification shall be that of an independent contractor and not as an agent, servant or employee of the City, and no person employed by contractor shall be entitled to participate in or receive any benefits under pension, insurance or other employee benefit plans of City.
8. The Contractor shall indemnify and hold harmless the City of Lyndon and its agent and employees from and against all claims, damages, losses and expenses including attorney's fees, arising out of or resulting from the performance of the contract provided that such claim, damage, loss or expense (1) is attributable to personal injury, bodily injury, sickness, disease or death, or injury to or destructions or property, including the loss of use resulting therefrom, or from Contractors failure to pay its subcontractors, and (2) is not caused by any negligent act or omission or willful misconduct of the City of Middletown or its employees acting within the scope of their employment.
9. The Contractor shall procure and maintain insurance policies as described herein and for which the City of Lyndon shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be canceled or materially amended without the City of Lyndon having been provided at least fifteen (15) days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the City of Lyndon before the expiration date. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain, until the work is completed and accepted by the City, minimum insurance coverage as follows:

TYPE OF COVERAGE**LIMITS**

Workmen's Compensation & Unemployment	Statutory Minimums	
Comprehensive General Liability	\$500,000.00 Each person	\$1,000,000.00 Each Accident
Property Damage	\$200,000.00 Each accident	\$400,000.00 Aggregate
Equipment/Vehicle Liability	\$500,000.00 Each person	\$1,000,000.00 Each accident

10. Before commencing performance of the Work, Contractor shall arrange with his insurers to certify that:

- 1) City named as co-insured, and that
- 2) Such insurance is in force and may not be canceled without fifteen (15) days prior written notice to the City.

This Insurance Certificate and any subsequent notification of policy change(s) or cancellation(s) shall be forwarded to:

Lyndon City Hall
515 Wood Rd.
Louisville, KY 40222

The contract shall be awarded to the lowest and best overall Contractor after evaluation of the bid proposals on objective criteria other than price, including:

- (a) Demonstrated effectiveness and reliability in similar projects,
- (b) Examples of the quality of prior work,
- (c) Recommendations from clients, and
- (d) Evidence that the contractor has the resources (currently available manpower, equipment, knowledge and experience) to complete the project in the time frame required.

Bidders shall submit information with its bid addressing (a), (b), (c) and (d). The city reserves the right to reject any or all bids. The City reserves the right to reject any and all bids and waiver minor bid irregularities. The contractors must produce proof of adequate insurance.