

The City of Lyndon, Kentucky



Ormsby Lane Road Widening and Drainage Improvement Project December 2022

Prepared By:



108 Daventry Lane, Suite 300
Louisville, Kentucky 40223
502-327-7073

MDG Project #21015

Ormsby Lane Road Widening and Drainage Improvement Project

PLEASE VERIFY THAT THE BIDDING DOCUMENTS AND CONTRACT DOCUMENTS YOU HAVE RECEIVED ARE COMPLETE BY CHECKING ALL SHEETS AGAINST THE INDEX SHOWN BELOW.

INDEX

Booklet:

- Solicitation for Bids – Specifics
- Instructions to Bidders
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- Notice of Award from The City of Lyndon
- Notice to Proceed from The City of Lyndon
- Contract for Services (between the City of Lyndon and selected Bidder)

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- a) Plans and Specifications
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SOLICITATION FOR BIDS **“Specifics”**

The City of Lyndon, Kentucky will receive Bids for the Project described below:

Time and Place of Opening Bids. Sealed Bids for the construction of the City of Lyndon Ormsby Lane Road Widening and Drainage Improvement Project as described herein will be received by the City of Lyndon at 515 Wood Rd., Louisville, Kentucky, 40222, until noon (12:00 pm) on Monday, May 15, 2023.

Description of Work: The work is officially known as City of Lyndon Ormsby Lane Road Widening and Drainage Improvement Project and further described as: This project consists of selective clearing, roadway milling, resurfacing, road widening, concrete curb and sidewalk construction, drainage improvements including ditch, structure and pipe installation and associated construction activities in accordance with the Plans and Specifications.

Bid Submitted: Lump sum.

Owner: The City of Lyndon, 515 Wood Road, Lyndon, Kentucky 40222.

Engineer: Milestone Design Group, Inc., 108 Daventry Lane, Suite 300, Louisville, Kentucky 40223, Telephone Number (502) 327-7073, Facsimile Number (502) 327-7066.

Completion Schedule: The Work shall be substantially complete within 90 calendar days and final completion shall be within 120 calendar days after the date when the contract time commences to run.

Obtaining Documents: Upon request to the City of Lyndon, Bidding Documents shall be e-mailed to anyone considering bidding the project.

Other Considerations: The City of Lyndon, Kentucky, reserves the right to reject any non-responsive or non-responsible Bids or to reject all Bids and to waive any informalities or technicalities in any Bid in the interest of the Owner.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the contract documents must be paid on the project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against. The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds. The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

A pre-bid meeting will not be held.

A pre-construction meeting will be held to the awarded bidder.

The contractor shall pay special attention to where pavement milling and resurfacing begins and ends. The City pavement exhibits which is a part of these contract documents depicts the approximate limits of work. The contractor needs to create smooth seams and contact the engineer if there are any questions as to where the work begins or ends. The paving limits shown are to be considered the actual paving limits. Any minor deviation from those paving limits shall be discussed at the pre-construction meeting. Any discrepancies must be resolved prior beginning any work.

The contractor shall follow the Manual for Uniform Traffic Control Devices, latest edition, for all traffic control devices, policies, and procedures. All signage and striping shall comply with said edition.

All pavement mix, tack coat, and or other miscellaneous construction materials shall be fully compliant with the Kentucky Department of Transportation manual for Roads and Bridge Construction, 2019 edition. The contractor will provide a specification of bituminous pavement mix for approval from the City's Engineer prior to installation.

All storm drainage infrastructure shall comply with MSD standards and specifications.

All sidewalks and ramps shall be in compliance with ADA standards.

All pavement, curbs and driveways/entrances shall be in compliance with Louisville Metro Public Works and City of Lyndon standards and specifications.

INSTRUCTIONS TO BIDDERS

1. Defined Terms

- a. Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- b. Issuing Office - the office from which the Bidding Documents are to be issued.
- c. Successful Bidder - the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents

- a. Bidding Documents may be obtained by contacting Milestone Design Group, Inc., 108 Daventry Lane, Suite 300, Telephone 502-327-7073.
- b. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- c. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Qualification of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after the day of the Bid opening upon Owner's request detailed written evidence of the following:

- a. Projects constructed by the Bidder during the past five years and the following details regarding each:
 1. Name and address of Owner.
 2. Type of Construction.
 3. Dollar Amount of Contract.
- b. Present work commitments, including:
 1. Project's names and Owners.
 2. Dollar amounts of contracts.
 3. Completion schedules for these contracts.
- c. Details of any litigation or arbitration in which the Bidder has been a plaintiff or defendant involving any Owner, Architect or Engineer for a project in which the Bidder was a prime contractor or subcontractor.
- d. A current financial statement.
- e. Prequalification certificates for any State agency or department which the Bidder holds.

- f. Each Bid must contain evidence of Bidder's qualification to do business in Kentucky or covenant to obtain such qualification prior to award of the Contract.

4. Examination of Contract Documents and Site

- a) It is the responsibility of each Bidder before submitting a Bid:
 - I. To thoroughly examine the Bidding Documents, Contract Documents and other related data identified in the Bidding Documents.
 - II. To visit the site to become familiar with and satisfy the Bidder as to the site conditions that may affect cost, progress, performance, or furnishing of the Work;
 - III. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - IV. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bidding or the Contract Documents and other related documents.
 - V. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
 - VI. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement, that without exception the Bid is premised upon performing and furnishing Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by the Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. All work shall be performed between the hours of 7:00 am and 7:00 pm. Monday through Sunday. Each day the site shall be left secured and safe. Disruption of traffic flow shall be kept to a minimum. Residents must have access to their property.

6. Interpretations and Addenda

All questions about the meaning or intent of the Bidding Documents, Contract Documents, or addenda are to be directed to Engineer. Interpretation or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda e-mailed to all parties recorded by Engineer as having received the Bidding Documents. All questions must be submitted no later than five (5) days prior to bid date to be considered for a response. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner and Engineer.

7. Property Damage(s):

ANY public or private property damage including but not limited to mailboxes, sidewalks, driveways, landscape, fences, irrigation systems or any other item shall be reported to the Engineer by e-mail within 24 hours of the incident. The engineer's e-mail address is tthomas@milestonedesign.org

This notification is in addition to any contact the contractor may have with the owner of the item. Private property damages caused by the contractor are matters to be resolved with the owner of the damaged property and are private property matters and the not a matter for the City.

Public property damaged by the contractor shall be replaced in kind as soon as possible at no additional cost to the City.

8. Contract Times

The number of days within which, or the date by which, the Work is to be completed and ready for final payment as described in the Solicitation for Bids section of this document.

9. Liquidated Damages

Liquidated damages will not be charged.

10. Substitute and "Or-Equal" Items

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by the Engineer until after the Effective Date of the Agreement.

11. Bid Proposal

11.1 The Bid Schedule is included with the Bidding Documents; additional copies may be obtained from the issuing office.

11.2 The Bid Schedule must be completed in black ink or by typewriter. The lump sum bid price of each item or the unit price of each item on a Schedule must be stated in numerals. All blanks on a Bid Schedule must be completed. The total bid price on a Bid Schedule must be stated in words and numerals. In case of a conflict, numerals will take precedence.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signatures. All bids must be dated.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed in black ink below their signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Proposal).

11.7 The mailing and shipping addresses and telephone number(s) for communications regarding the Bid must be shown.

11.8 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

12. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. Modification and Withdrawal of Bids

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four hours after Bids are opened any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted.

15. Bids to Remain Subject for Acceptance

All Bids shall remain subject to acceptance for forty-five days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Award of Contract

16.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum. Discrepancies between words and figures will be resolved in favor of numerals.

16.2 In evaluating Bids, Owner shall consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Proposal or prior to the Notice of Award.

16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed

Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5 If a contract is to be awarded, it will be awarded to the Bidder with the lowest bid total whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.6 If a contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty-five days after the day of the Bid opening.

16.7 After the bids are opened, they shall be irrevocable for the period of time specified in the Bid Proposal. If, during said specified period of time, negotiations are conducted between the Owner and any of said Bidders with the intent of awarding a contract and a delay is occasioned by any said bidder in its execution of the necessary legal contract documents or bonds or a delay is occasioned by the Bidder on account of an investigation conducted under paragraph 17.4, said Bid shall remain irrevocable for an additional period of time equal to the delay occasioned by said Bidder or by said investigation. The decision of the Owner's Attorney shall be final as to the legality of the contract documents furnished.

16.8 In the event that all Bids submitted pursuant to a competitive sealed bidding invitation result in bid prices in excess of the funds available for the purchase, and the Owner determines that a) there are no additional funds available from any source so as to permit an award to the lowest responsive, responsible bidder, and b) the best interest of the Owner will not permit the delay attendant to a re-solicitation under revised specification, or for revised quantities, under competitive sealed bidding, then a negotiated award may be made. Negotiations shall be conducted with the lowest responsive, responsible bidder to the competitive sealed bid invitation. In the event negotiations are not successful with the lowest responsive, responsible bidder, then new invitations for competitive sealed bids shall be issued and the project shall be rebid.

16.9 The award, when made, shall be made to the Bidder whose proposal is determined to be more or most advantageous to the Owner, taking into consideration price and the evaluation factors set forth in the request for proposals and the responsibility of the Bidder. Written or oral discussions may be conducted with all responsible Bidders who submit proposals reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing Bidders.

17. Contract Security

Performance and Payment Bonds are not required. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Certificates of Insurance.

18. Signing of Agreement

When Owner gives a Notice of Award to a Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with all the required Bonds. Within ten days thereafter Owner will deliver one fully signed counterpart to both the Contractor and to the Engineer.

19. Adherence to Regulations

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

20. Sales and Use Taxes

Owner is exempt from State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

21. Retainage

The Contractor shall be paid the lump sum prices listed for the work described in this contract, after submittal of a detailed monthly invoice. Retainage of 10% shall be withheld from each draw. At substantial completion, retainage shall be reduced to 5%. City shall pay the Contractor within 30 days after acceptance of said invoice. Any billing irregularities, questions or disputes shall be communicated in writing to the Contractor within 10 days of receipt of the invoice by City.

BID PROPOSAL FOR
CONSTRUCTION OF

City of Lyndon

The City of Lyndon Ormsby Lane Road Widening and Drainage Improvement Project

This bid is submitted to: City of Lyndon, Kentucky

Proposal submitted by:

(Name, _____
Address, _____
and Phone) _____

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER on the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain open for acceptance for thirty-five days after the day of Bid opening. BIDDER will sign the Agreement and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

Date	Number
_____	_____

- B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- E. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract

Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. By submission of a Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with the Bid:
- A. The prices in the Bid have been arrived at independently, without the consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 - B. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor.
 - C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
5. Each person signing the Bid shall certify that:
- A. They are the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to paragraph 4 above, or

B. They are not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that they have been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraph 4 above, and as their agent shall so certify; and shall also certify that they have not participated, and will not participate, in any action contrary to paragraph 4 above.

6. BIDDER agrees that the Work will be substantially completed within 90 calendar days after the date when the Contract Times commence. The project shall be completed and ready for final payment within 120 days after the date when the Contract Times commence.

7. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

8. The following documents are attached to and made a condition of this Bid:

A. A tabulation of subcontractors, suppliers and other persons and organizations required to be identified in this Bid.

9. Communications concerning this Bid shall be addressed to:

(Firm)

(Contact Individual)

(Address)

(Address)

(Phone)

10. Submitted on _____, 2023.

State Contractor License Number _____

11. FOR LUMP SUM BIDS. The Bid Schedule is set up to show a breakdown of prices for different phases of the Work. Each item's lump sum price must be filled in. These will provide a basis for computing partial payments to the Contractor and their sum will provide as basis for evaluating the Bids. Items of Work necessary for the complete installation that are not shown or listed therein shall be provided without additional compensation.

12. BIDDER will complete the Work for the following prices:

(Bid Schedule begins following the unit prices page)

BID SCHEDULE

The Bidder must submit the following list of bid items and unit prices including the furnishing of all labor, materials, equipment, services and supervision and include all items of cost, overhead, and profit for the Contractor and any Subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The unit prices are established in accordance with changes or extra work performed under the Contract.

Item #	Item	Unit	Unit Price	Quantity	Total Price
1	Mobilization/Demobilization	LS			
2	Utility Locate (Vacuum Excavate 24" Water Main)	LS			
3	Maintenance of Traffic	LS			
4	Signage "Road Closed Ahead"	EA			
5	Signage "Road Temporarily Closed"	EA			
6	Signage "Detour w/ Arrow"	EA			
7	Signage "Local Traffic Only"	EA			
8	Signage - Barricade w/ Lights	EA			
9	Signage - Pedestrian Crossing w/ Flashing Solar Light	EA			
10	Relocate Existing Sign	EA			
11	Temporary Driveway (Gravel) & Removal	SY			
12	Silt Fence	LF			
13	Construction Entrance	EA			
14	Stone Bag Inlet Protection	EA			
15	Stone Bag Check Dam	EA			
16	Clearing/Grubbing	LS			
17	Remove Headwall	EA			
18	Remove/Plug/Deadload Pipe	LF			
19	Sawcut and Remove Pavement Section	SY			
20	Relocate Fire Hydrant	EA			
21	Adjust/Replace Water Valve Lid (Traffic Rated)	EA			
22	Adjust Water Manhole Lid	EA			
23	Relocate Mailbox	EA			
24	Adjust/Replace Water Meter Lid (Traffic Rated)	EA			
25	Adjust/Replace Gas Valve Lid (Traffic Rated)	EA			
26	Import Fill and Compact	CY			
27	Strip & Stockpile Topsoil	SY			
28	Finish Grade and Place Topsoil	SY			
29	2" Asphalt Surface	TON			
30	4" Asphalt Binder	TON			
31	6" DGA	TON			
32	8" #3 Stone	TON			
33	Asphalt Keyway	LF			
34	Concrete Entrance Apron (6" Thick) w/ 4" #57 Stone	SY			

35	5' Wide Concrete Sidewalk (w/ 4" #57 Stone)	SY			
36	Handicap Ramp w/ Tactile Warning	SY			
37	Thermoplastic Pedestrian Crosswalk Striping	LF			
38	12" HDPE	LF			
39	12" RCP	LF			
40	15" RCP	LF			
41	Double Curb Inlet	EA			
42	Ell Headwall	EA			
43	18"x18" Yard Drain	EA			
44	Drainage Manhole	EA			
45	Straight Headwall	EA			
46	Paved "V" Ditch	LF			
47	Seed & Straw	SY			
48	Vertical Curb and Gutter	LF			
49	Other -				
50	Other -				
				Total Price	

If BIDDER is:

An Individual

By _____ (SEAL)

Individual's Name

doing business as _____

Business Address: _____

Phone No. _____

A Partnership

By _____ (SEAL)

Firm Name

General Partner

Business Address: _____

Phone No. _____

A Corporation

By _____

Corporation Name

State of Incorporation

By _____ (SEAL)

Name of Person Authorized to Sign

Title

(Corporate Seal)

Attest _____

Secretary

A Joint Venture

1) By _____ (SEAL)

Company Name

By _____

Name of Person Authorized to Sign

Title

Attest _____

Secretary

Business Address: _____

Phone No. _____

2) By _____ (SEAL)

Company Name

By _____

Name of Person Authorized to Sign

Title

Attest _____

Secretary

Business Address: _____

Phone No. _____

3) Address and Phone Number for receipt of official communications:

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

**The City of Lyndon Ormsby Lane Road Widening and Drainage Improvement
Project**

NOTICE OF AWARD

Dated _____, 2023

TO: _____

(Bidder)

ADDRESS: _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR:

You are notified that your Bid dated _____, 2023 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for:

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your contract is _____

_____ Dollars (\$_____,_____.____).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, which is by _____, 2023.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement, including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement and Certificate of Insurance as specified in the Instructions to Bidders.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

(Owner)

By: _____
(Authorized Signature)

(Title) (Date)

**The City of Lyndon Ormsby Lane Road Widening and Drainage Improvement
Project**

NOTICE TO PROCEED

Dated _____, 2023

TO: _____

(Contractor)

ADDRESS:

PROJECT: _____

OWNER'S CONTRACT NO. _____

You are notified that the Contract Times under the above contract will commence to run on _____, 2023. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the dates of Substantial Completion and completion and readiness for final payment are _____, 2023 and _____, 2023.

Also, before you may start any Work at the site, you must (add other requirements):

(Owner)

City of Lyndon _____

Owner

By: _____

Brent Hagan, Mayor

The City of Lyndon Ormsby Lane Road Widening and Drainage Improvement Project

CONTRACT FOR SERVICES

THIS AGREEMENT, is made and entered into the _____ day of _____, 2023, between the CITY OF LYNDON, at 515 Wood Road, Lyndon, Kentucky 40222 (hereinafter City) and

(hereinafter Contractor).

1. START/COMPLETION

The Contractor hereby agrees to begin the project immediately. All services under this contract shall conform to the detailed Bid Specifications, all of which are fully incorporated herein as if set out in full. All the work described in this contract shall be complete by the ____ day of _____, 2023.

The undersigned parties hereto agree to contract for: selective clearing, roadway milling, resurfacing, road widening, concrete curb and sidewalk construction, drainage improvements including paved ditch, structure and pipe installation and associated construction activities in accordance with the Plans and Specifications as described in the bid solicitation for the City of Lyndon and prepared by Milestone Design Group for following roadways, all in accordance with the bid specifications and at pricing on the attached bid responses (Exhibit One):

_____ in the total amount of

\$ _____, see attached Exhibit One, in accordance with the following terms and conditions.

2. WORKMANSHIP/SAFETY

All work done by Contractor shall be done in a workmanlike manner according to all the Contract Specifications of the City of Lyndon. All materials or equipment employed by Contractor shall meet or exceed any and all safety standards. The Contractor shall in all respects comply with any and all applicable

industrial safety standards, regulations, statutes, ordinances, or any other applicable law. Contractor warrants its work for one year from the date of completion and acceptance by City

3. CHANGE ORDERS

The Contractor and City shall not be bound in any way to changes in the terms of the work to be accomplished unless that change is evidenced by a written change order signed by both the Contractor and the City.

4. INSURANCE

The Contractor shall during the progress and completion of the work described herein maintain full insurance through a state approved insurance company covering the work and any liability resulting from the performance of the project, including worker's compensation coverage for its employees or agents. The limits and coverage shall be in compliance with the contract Specifications. Contractor shall produce proof of adequate insurance before beginning work.

5. CANCELLATION

The City, if the Contractor shall fail to perform in accordance with the Contract Specifications and Plans, may cancel this contract or withhold payment to Contractor. Prior to any cancellation or withholding, the City shall give the Contractor written notice of the violation and reasonable opportunity to correct.

6. CONTRACT PRICE AND PAYMENT

The Contractor shall be paid the lump sum prices listed in the attached Exhibit One, for the work described in this contract, after submittal of a detailed monthly invoice. Retainage of 10% shall be withheld from each draw. At substantial completion, retainage shall be reduced to 5%. City shall pay the Contractor within 30 days after acceptance of said invoice. Any billing irregularities, questions or disputes shall be communicated in writing to the Contractor within 10 days of receipt of the invoice by City.

7. MERGER/CHOICE OF LAW

This Contract and the bid Specifications and the attached bid response are the complete and entire agreement between the City and Contractor and any other alleged understandings are not enforceable. This contract shall be interpreted under the laws of the Commonwealth of Kentucky and each party hereto submits to such jurisdiction and agrees that any and all disputes shall be adjudicated in the county courts of Jefferson County, Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this the _____ day of _____, 2023.

CONTRACTOR:

BY: _____

CITY OF LYNDON:

BY: _____

Brent Hagan, Mayor