

**CITY OF LYNDON
REQUEST FOR PROPOSALS**

Project Summary:

Notice is hereby given that the City of Lyndon requests proposals from bidders to demolish and reconstruct the sidewalks along Lyndon Lane, along with other streetscape improvements, from New LaGrange Road to the railroad tracks, in compliance with the Construction Plans for the Lyndon Lane Streetscape Project drafted by Land Design and Development, Inc.

The city has obtained a permit from the Kentucky Department of Transportation approving said construction plans, which permit is good through 25th day of October ,2025 . Contractor shall obtain any and all additional permits required for the project. Proposals shall review the LD&D plans and submit a bid for completion of a high-quality streetscape improvement to one of the city’s central business districts.

All materials shall be of sufficient quality for a busy public roadway. Contractor shall provide a one-year warranty on its workmanship and materials, which shall begin on the date of final completion and acceptance by the city. Any material warranties shall be transferred to city. Bidders must include examples of similar prior projects as well as references from clients.

The proposals will be reviewed by the city council and a winning bidder selected based on the evaluation criteria set out in this request for proposal. Questions about this bid shall be directed to Mayor Brent Hagan at lyndonmayor@cityoflyndon.org (502) 423-0932.

Evaluation of Proposals:

The contract shall be awarded to the lowest and best bidder, which will be the best overall bidder after evaluation of the bid proposals on objective criteria not limited to price, including:

- (a) Demonstrated effectiveness and reliability in similar projects, including recommendations from other clients and examples of past projects.
- (b) Proposals that, in the City’s opinion, provide the best and most durable and functional streetscape improvement for the lowest cost.
- (c) Evidence that the contractor has the resources (currently available manpower, equipment, knowledge, and experience) to complete the streetscape improvement project in the time frame required, which shall be that the streetscape improvement project must be substantially complete by the 25th day of October, 2025, and final completion on the 25th day of October, 2025.

Proposals shall submit information with the bid addressing (a), (b), and (c). The city reserves the right to reject any or all bids and waiver minor bid irregularities. The winning bidder will be the lowest and best bidder after reviewing the proposals and applying the evaluation criteria above.

Sealed bids shall be submitted to City Clerk Stacey Woodward at the City Hall by 12 pm, noon, on March 17, 2025 and bids will be opened and read at the Caucus Meeting at 6 p.m. on March 17, 2025 at office of City of Lyndon, located at 515 Wood Road, Louisville, KY 40222.

General Specifications:

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. Render, prior to the fourth Monday of each month its invoice for services furnished in the preceding month. Payments by the City will be due thirty (30) days net, following the inspection and acceptance of the work completed and receipt of Contractor's invoice.
3. Contractor agrees to complete performance under this Specification, 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 and Contractor shall provide a warrantee of its work and materials of at least one year from the date of final payment by the city.
4. 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.
5. Contractor shall disclose all of its subcontractors on this job to the city and give the City 5 days to object to any of the subcontractors. City's consent to the subcontractors, 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.
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. Contractor agrees to work with the city to purchase its equipment and supplies without paying sale tax, as the city is a tax-exempt entity.
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. Contractor is encouraged (but not required) to provide with its bid an option of posting a performance bond for this project. Contractor shall set out in its bid any additional cost for providing a performance bond, the inclusion of which is at the sole option of the City.
9. 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 Contractor's failure to pay its subcontractors, and (2) is not caused by any negligent act or omission or willful misconduct of the City of Lyndon or its employees acting within the scope of their employment.
10. 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 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

MINIMUM LIMITS

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

11. 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.