

Minutes for City of Middletown, Kentucky

Special Meeting

Middletown City Hall, 11803 Shelbyville Road, July 24, 2025, at 5:00 pm

Present at meeting

Mayor J. Byron Chapman
Commissioner Ron Wolf
Commissioner Amy Oliver
City Attorney John Singler
City Treasurer Tracy Dohn

Absent: Commissioner Mark Stigers, Commission Paul Hayden

1. Call to Order

Mayor Chapman called the meeting to order at 5:00 p.m.

2. Awarding Paving Bid – MO 07-24-2025-A (EXHIBIT "A")

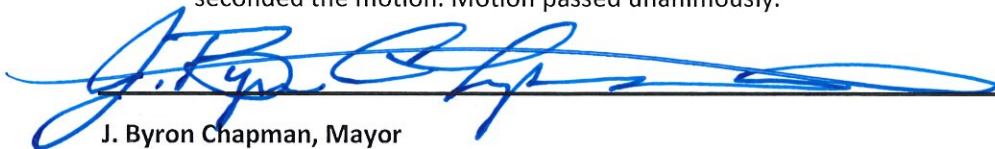
The following paving companies submitted a bid, LIBS, Flynn Brothers, Louisville Paving, Hall Paving, MAC Paving. LIBS was awarded the contract with the best unit price. Commissioner Ron Wolf made a motion to approve MO 07-24-2025-A to accept the bid from LIBS, and Commissioner Amy Oliver seconded the motion. Motion passed unanimously.

3. Financials – June 2025

Commissioner Ron Wolf made a motion to approve all financials for the month of June 2025, and Commissioner Amy Oliver seconded the motion. Motion passed unanimously.

4. Adjournment

Commissioner Ron Wolf made a motion to adjourn at 5:05 p.m., and Commissioner Amy Oliver seconded the motion. Motion passed unanimously.



J. Byron Chapman, Mayor

Attest:

Tracy Dohn, City Treasurer

**CITY OF MIDDLETOWN
MUNICIPAL ORDER 07-24-2025-A
A MUNICIPAL ORDER RELATING TO ACCEPTING THE LOWEST AND BEST BID
FOR RE-PAVING PROJECTS AT VARIOUS LOCATIONS**

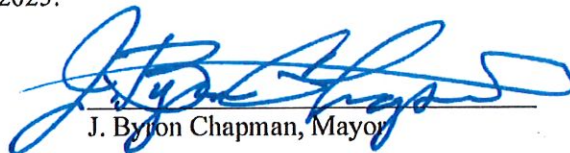
WHEREAS, the City Commission of the City of Middletown asked for public bids for a re-paving project that covers: (a) Harrison, (b) Old Shelbyville Road from Evergreen to Shelbyville Road, (c) St. Clair from Evergreen to Bermuda, (d) Parkland Court, (e) Crystal, (f) Sunnygate, and (g) Eastgate Place

BE IT ORDERED BY THE CITY OF MIDDLETOWN:

Section 1. That after comparing the bids submitted with the bid specifications and the standards for awarding the contract, the City hereby finds, and approves the bid of Libs Paving, 7001 Atkins Road, Floyds Knobs, IN 47119, as the lowest and the best bid for 2025 paving projects located in the City of Middletown, in the total base amount for the five road listed above (including the bid alternate for striping), in the total lump sum amount of \$236,010.90. The unit pricing included in the attached bid response is also approved and incorporated into this approval . The City reserves the right to add additional work to this contact at the approved unit pricing and as its budget allows, with the concurrence of the contractor.

Section 2. This Municipal Order shall take effect upon its passage and approval as required by law.

Adopted this 24th day of July, 2025.


J. Byron Chapman, Mayor

ATTEST:


Brittany Veto, City Clerk

Those in Favor: 5

Those Opposed: 0

EXHIBIT "A"

CITY OF MIDDLETOWN
CONTRACT FOR SERVICES

THIS AGREEMENT, is made and entered into the 24 day of July 2025, between the CITY OF MIDDLETOWN, at 11803 Main Street, Middletown KY 40253 (hereinafter City) and LIBS Paving, 7001 Atkins Road, Floyds Knobs, IN 47119 (hereinafter Contractor).

The undersigned parties hereto agree to contract for: milling and repaving certain roadways in the City of Middletown, including, (a) Harrison, (b) Old Shelbyville Road from Evergreen to Shelbyville Road, (c) St. Clair from Evergreen to Bermuda, (d) Parkland Court, (e) Crystal, (f) Sunnygate, and (g) Eastgate Place (including the bid alternate for striping), in the total lump sum amount of \$236,010.90. The unit pricing included in the attached bid response is also approved and incorporated into this approval. The City reserves the right to add additional work to this contract at the approved unit pricing and as its budget allows, with the concurrence of the contractor.

1. START/COMPLETION

The Contractor hereby agrees to begin the project immediately. All services under this contract shall conform to the attached detailed Bid Specifications and the pricing submitted by Contractor, all of which are fully incorporated herein as if set out in full and attached as Exhibit One. All the work described in the attached Exhibit One shall be complete by the 30 day of June 2026.

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 Middletown. 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, 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

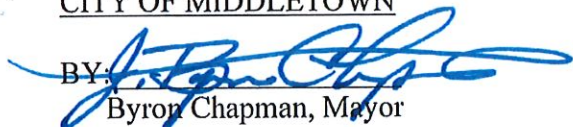
The Contractor shall be paid the lump sum prices listed in the attached Exhibit One, after submittal of a detailed monthly invoice. Total cost for the entire project is \$236,010.90. Retainage of 10% shall be withheld from each draw. At substantial completion, retainage shall be reduced to 5%. City shall 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 its attached Specifications and bid response (Exhibit One) 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.

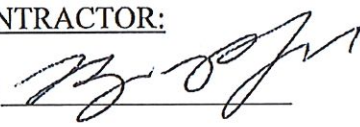
IN WITNESS WHEREOF, the parties hereto have executed this agreement this the 24th day of July, 2025

CITY OF MIDDLETOWN

BY: 

Byron Chapman, Mayor

CONTRACTOR:

BY: 

ITS: KYLE PFEIFFER

**SPECIFICATIONS
REPAVING CITY OF MIDDLETOWN 2025**

Scope of Work

The successful bidder shall perform the following:

1. Furnish an individual lump sum bid for the milling and repaving for each of the following roads: (a) Harrison, (b) Old Shelbyville Road from Evergreen to Shelbyville Road, (c) St. Clair from Evergreen to Bermuda, (d) Parkland Court, (e) Crystal, (f) Sunnygate, and (g) Eastgate Place. Bidders are encouraged to contact Public Works Director Chris Mann at 905-4402 or email at chrismann@cityofmiddletownky.org with questions about the project.
2. Bidders are required to list the lump sum cost of each of the above listed roads individually and state the square footage for each individual road that was used to calculate the lumps sum cost for each in the bidder's response.
3. Bidders are required to submit the unit pricing that was used to calculate the bidder's lumps sum bid for (a) each square foot of compacted and installed asphalt, and (b) for each square foot of asphalt milled, and a price to remove and replace any speed hump. The purpose of the unit pricing is that the City desires may add additional roadways after reviewing the bids received and the City's annual paving budget. Bidders must also note if there is any minimum square footage required for the unit pricing submitted in their bid and state that minimum.
4. City reserves the right to award portions of this contract to different Contractors, or to remove any of the streets in this specification depending on bid results and the available City budget for the year. The City may also elect to add additional roads after evaluating the bid results and add those as an addendum to the winning bidder's contract, based on the unit pricing stated in the bid responses. Contractors may bid some or portions of the project.
5. The bidder shall provide a total for each road and each bid shall be inclusive of the Contractor's cost for each road, including, but not limited to, all material, labor, equipment, permits, fees, fuel and everything else imaginable, in accordance with the standards set out herein, including the follow specifications:
 - a. All asphalt materials furnished shall be Class 1, Type A., hot mix asphalt, meeting Kentucky Transportation Cabinet, Department of Highways specifications for hot mix asphalt.
 - b. All equipment and procedures shall comply with the Kentucky Transportation Cabinet, Department of Highway Standard Specification for Road and Bridge Construction, Latest Revised Edition.
 - c. Mill existing asphalt roadways to a depth of 1.5 inches and haul off all milling debris.

- d. A straight-line projection of the roadway edge shall be maintained crossing all driveways. These areas to be feathered to approximately ¾" thickness.
- e. The roadway surface is to be prepared for paving with thorough cleaning and tack priming.
- f. The crown of the existing road shall be maintained, and any existing low areas shall be properly filled in order to ensure a smooth uniform surface.
- g. The surface course of 1.5 inches of compacted thickness shall be installed in accordance with the aforementioned specification on the street(s) to be resurfaced.
- h. Rolling of all asphalt surfaces shall comply with the Kentucky Transportation Cabinet, Department of Highway Standard Specification for Road and Bridge Construction, Latest Revised Edition.
- i. Any manholes in resurfaced streets must be treated in accordance with requirements of the Louisville & Jefferson County Metropolitan Sewer District, and in cooperation with MSD.
- j. Guarantee all work against defects in material and workmanship for a period of (1) year from date of installation.
- k. Provide all square footages and tonnage as part of the bid application.
- l. Any ambiguities in these specifications, or questions, shall be resolved in a conference prior to submittal of bid.

GENERAL SPECIFICATIONS

The specifications required by the City of Middletown, 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. 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 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. Contractor shall warrantee its work for one year from date of installation.
- 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. 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.
6. Contractor must submit a schedule for completion of its work with its bid. The work must be completed within the time submitted in the bid, unless additional time to complete is allowed at the sole option of the City of Middletown.
7. 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.
8. 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.
9. 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.
10. The Contractor shall indemnify and hold harmless the City of Middletown 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.
11. The Contractor shall procure and maintain insurance policies as described herein and for which the City of Middletown 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 Middletown

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 Middletown 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	\$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

12. 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:

Middletown City Hall
 Brittany Veto, Clerk
 P.O. Box 43048
 Louisville, KY 40253-0048

The contract shall be awarded to the lowest and best Contractor, which will be the best overall bidder 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 sealed bid addressing (a), (b), (c) and (d); and each sealed bid that be submitted no later than 10 a.m. on the 24th day of July 2025 at the City

Hall located at 11803 Main Street, Middletown KY 40243, where the bids will be opened and read. The city reserves the right to reject any or all bids. The City reserves the right to reject all bids and waive minor bid irregularities. The contractors must produce proof of adequate insurance.



MIDDLETOWN STREET PAVING BID 2025:	SF	TONS
HARRISON AVE	✓ \$16,038.07 16470	151 2,997.54 + 13,041.87
PARKLAND DRIVE	✓ \$21,173.76 21744	199 3,997.40 + 17,187.63
OLD SHELBYVILLE	✓ \$65,177.68 66933	614 12,181.80 + 53,031.18
SUNNYGATE	✓ \$17,931.09 18414	169 3,351.34 + 14,596.53
EASTGATE VILLAGE/CRYSTAL	✓ \$32,575.70 33453	307 6,088.44 + 26,515.99
ST. CLAIR	✓ \$71,864.60 73800	677 13,431.60 + 58,472.49
TOTAL SF AND TONS	230814	2116

TOTAL MIDDLETOWN ROADS **\$224,760.90**

ADD ALTERNATE NO. 1 - PAVEMENT STRIPING - \$11,250.00 LUMP SUM

TOTAL BID WITH ALTERNATE **\$236,010.90**

SPEED HUMPS REMOVED AND REPLACED - \$3,200.00/EACH

PER TON PRICE INSTALLED - \$86.37/TON

PER SY PRICE MILLING - \$1.64/SY OR \$0.182/SF

PERFORMANCE BONDS - \$2,500.00

SCHEDULE OF WORK - ASAP. AS SOON AS THE CITY ALLOWS.

PREPARED BY: *Kyle Prepper*

PRINTED NAME: Kyle Prepper

DATE: 7-24-25



MIDDLETOWN STREET PAVING BID 2025:		SF	TONS
HARRISON AVE	\$16,038.07	16470	151
PARKLAND DRIVE	\$21,173.76	21744	199
OLD SHELBYVILLE	\$65,177.68	66933	614
SUNNYGATE	\$17,931.09	18414	169
EASTGATE VILLAGE/CRYSTAL	\$32,575.70	33453	307
ST. CLAIR	\$71,864.60	73800	677
TOTAL SF AND TONS		230814	2116

TOTAL MIDDLETOWN ROADS **\$224,760.90**

ADD ALTERNATE NO. 1 - PAVEMENT STRIPING - \$11,250.00 LUMP SUM

TOTAL BID WITH ALTERNATE **\$236,010.90**

SPEED HUMPS REMOVED AND REPLACED - \$3,200.00/EACH

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SCHEDULE OF WORK - ASAP. AS SOON AS THE CITY ALLOWS.

PREPARED BY: *Kyle Prepper*

PRINTED NAME: KYLE PREPPER

DATE: 7-24-25