

BIDDER COMPANY NAME: \_\_\_\_\_

# RIVER RIDGE

## COMMERCE CENTER



### **BID DOCUMENTS**

**FOR:**

**RIVER RIDGE COMMERCE CENTER**

**HILTON DRIVE LOG SALE**

**MAY 2017**

**SECTION 1.00 – PROJECT INFORMATION**

- 1.01. PROJECT NAME: Hilton Drive Log Sale
- 1.02. PROJECT NUMBER: 2107 - #5
- 1.03. SUBMIT BIDS TO: River Ridge Development Authority  
c/o Tom Vittitow  
6200 East Highway 62  
Building 2501, Suite 600  
Jeffersonville, IN 47130  
Phone: 812-285-8979  
Fax: 812-285-8983  
E-mail: tom@riverridgecc.com
- 1.04. BID OPENING: The Bid Opening shall occur May 2, 2017 at 3:00, local prevailing time at the offices of the River Ridge Development Authority, address listed above.
- 1.05. PROJECT COMPLETION: The Work shall be Substantially Complete within 30 days from the date for Notice of Award by the River Ridge Development Authority.
- 1.06. PROJECT DESCRIPTION: Purchase and removal of approximately 109 logs from property located adjacent to Hilton Drive

END OF SECTION 1.00

## SECTION 2.00 – INSTRUCTIONS TO BIDDERS

### 2.01 DEFINED TERMS

- A. Owner – The River Ridge Development Authority
- B. Bid – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- C. Bidder – One who submits a bid directly to Owner
- D. Successful Bidder – The highest net yield bid and most qualified, most responsible and responsive Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- E. Bidding Documents – The Advertisement for Bid, Instructions to Bidders, the Bid Proposal Form or Proposal, General Conditions, Specifications, and all Addenda issued prior to receipt of Bids.
- F. Contract Documents – The Agreement (Contract), all Addenda, Contractor's Bid, the General Conditions and the Specifications.
- G. Work – The entire log removal operation required under the Contract Documents. Work includes performing or providing all labor, services, documentation and payment necessary to remove the logs from RRDA property.

### 2.02 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents may be obtained from the Owner: River Ridge Development Authority, 6200 East Highway 62, Building 2501, Suite 600, Jeffersonville, IN 47130. Office hours are Monday through Friday, 8:30 am – 4:30 pm.
- B. Complete sets of Bidding Documents must be used in preparing Bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Owner, in making copies of complete Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.
- D. Work to be performed shall be in accordance with the Contract Documents.

### 2.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid to (1) examine the Contract Documents thoroughly; (2) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (3) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work; (4) study and carefully correlate Bidder's observations with the Contract Documents; and (5) notify Owner of all conflicts, errors, or discrepancies in the Contract Documents.

- B. Submitting a Bid to the Owner shall be considered evidence that the Bidder has examined the site conditions and is satisfied with, and ready, willing and able to perform all the conditions, contingencies, provisions and requirements of the Contract Documents.
- C. No extra compensation shall be allowed the Successful Bidder by reason of any matter or thing of which the Bidder failed to fully inform themselves of, as mentioned above, prior to the bidding.

#### 2.04 INTERPRETATIONS AND ADDENDUM

- A. All questions about the meaning or intent of the Contract Documents are to be directed to the Owner via fax or e-mail to the number or address listed in Section 1.00. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addendum via fax or e-mail at least two (2) days prior to the receipt of Bids to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than two (2) days prior to the date for opening of Bids may not be answered. Only questions answered by a formal written Addendum will be binding upon the Owner. Oral and other interpretations or clarifications will be without legal effect.

#### 2.05 CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

- A. Each Bid must be accompanied by an Affidavit of Non-Collusion, which is included in the Bidding Documents, completely executed, signed, and notarized.

#### 2.06 BIDDER'S QUALIFICATIONS AND ABILITY TO PERFORM

- A. It is the intent of the Owner not to award the Contract to any Bidder who does not furnish satisfactory evidence they have the ability and experience in this class of work and that they have sufficient capital to enable them to prosecute the same successfully and to complete it in the time named in the Proposal.
- B. To enable the Owner to determine the ability, experience, and capital resources of the Bidder, each Bidder shall be prequalified by the Owner to submit a Bid by previously completing the sworn "Statement of Bidder's Qualifications" or the "Contractor Prequalification Form".
- C. The Bidder must provide to the Owner a list of the projects completed by the Bidder similar in nature of Work to the project being Bid.
- D. Bidder shall provide to the Owner a list of the equipment, and whether it is owned, leased or rented, that will be used in performing the Work.
- E. The Owner may make additional investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all additional information and data for this purpose as the Owner may request.
- F. The Owner, in its sole discretion, reserves the right to adjudge any of the prospective Bidders as unqualified or unable to perform as required in the Contract Documents.

## 2.07 BID PROPOSAL FORM

- A. All Bids must be submitted upon the Bid Proposal Form which will be furnished by the Owner. The form shall be completely executed and shall give the price for the Work proposed and shall be signed by the Bidder.
- B. 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). The corporate address must be shown at the appropriate location in the Bid Proposal Form.
- C. 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 at the appropriate location in the Bid Proposal Form.
- D. All names must be typed or printed below the signature.
- E. The Bid shall contain an acknowledgement of received Addenda (the numbers of which must be filled in on Bid Proposal Form).

## 2.08 INTERPRETATION OF ESTIMATES

- A. It shall be understood and agreed that the quantities appearing in the Bid Proposal Form are only estimates and are prepared for the purpose of comparing bids. Bidder must determine for themselves the scope of the work that will be required, by such means as they prefer, and shall assume all risks as to variations in the quantities of the different items of work actually performed under the Contract.

## 2.09 SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in Section 1.00. Any Bids received later than the specified time will not be accepted.
- B. Bids shall be marked with the Project Name, Project Number and name and address of the Bidder and accompanied with any other required documents.

## 2.10 MODIFICATION AND WITHDRAWAL OF BIDS

- A. 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.
- B. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under these Contract Documents.

## 2.11 OPENING OF BIDS

- A. Bids will be opened and (unless obviously non-responsive) read aloud publicly. An official tabulation of the Bids and major alternates (if any) will be made

available to Bidders within seven (7) days after they have been checked and certified by the Owner.

#### 2.12 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid prior to that date. Bids shall remain in full force and effect during said period.

#### 2.13 COMPARISON OF BIDS

- A. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, and other data as may be requested in the Bid Form or prior to the Notice of Award.

#### 2.14 AWARD OF CONTRACT

- A. Owner reserves the right 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.
- B. Owner reserves the right to reject any and all Bids, to disregard all non-conforming, non-responsive, unbalanced or conditional Bids, and to waive formalities and to award the contract to highest net yield bid and most responsive and responsible Bidder, all to the advantage of the Owner. The Owner further reserves the right to negotiate Contract terms with the successful Bidder.
- C. After the determination of the Successful Bidder by the Owner, the Owner will provide a Notice of Award to the Successful Bidder. The Successful Bidder will then have fifteen (15) days to sign the Agreement (Contract).

#### 2.15 NOTICE TO PROCEED

- A. The chosen Bidder shall receive a written Notice to Proceed from the Owner prior to commencing any Contract Work on the site. The Successful Bidder shall commence with Contract activities within ten (10) working days of the date of the Notice to Proceed, unless otherwise directed by the Owner

#### 2.16 INSURANCE REQUIREMENTS

- A. The Contractor shall furnish all the insurance coverage required in the General Conditions section of these Contract Documents.

2.17 SUMMARY OF ITEMS TO BE SUBMITTED WITH THE CONTRACTOR'S BID

- A. Instructions to Bidder – signed
- B. General Conditions - signed
- C. Bid Proposal Form - completely executed and signed.
- D. Contractor's Non-Collusion Affidavit completely executed, signed, and notarized.
- E. Bidder's Qualifications – Documentation as required by Section 2.06.
- F. Insurance Certificate, included or on file with the Owner, showing how the Bidder meets each of the minimum insurance requirements described in the General Conditions.

CONTRACTOR:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

END OF SECTION 2.00

## SECTION 3.00 – GENERAL CONDITIONS

### 3.01 PERMITS

- A. It shall be the responsibility of the Contractor to secure permits required (if any) for the project. Contractor shall be required to be familiar with local, state and federal laws and regulations as they affect the Work specified in the proposed project. Contractor shall also pay any fees or acquire any permits required as a result of these laws and regulations.

### 3.02 CHANGE ORDERS

- A. The Owner may, from time to time, require changes in the Work to be provided by the Contractor under the project scope. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written amendments to the Contract Documents. No payment shall be made by the Owner to the Contractor for Work not authorized in writing.

### 3.03 SAFETY REQUIREMENTS

- A. The Contractor shall be responsible for compliance with all applicable safety rules and regulations issued and promulgated by the Department of Labor or other Local, State and Federal agencies having jurisdiction in the project area.
- B. The Contractor shall indemnify and hold harmless the Owner for any and all expense incurred by the Contractor for fines, penalties and corrective measures that result from acts of commission or omission by the Contractor, their agents, employees and assigns, in failure to comply with such safety rules and regulations.

### 3.04 PROTECTION AND RESTORATION OF PROPERTY

- A. The Contractor shall use every precaution to prevent damage or destruction of Property to remain. The Contractor shall be responsible for damage or destruction of any character resulting from the neglect, misconduct or omission in its manner or method of execution or non-execution of the Work or caused by defective Work or the use of unsatisfactory materials.
- B. Wherever public or private property is damaged or destroyed, the Contractor shall, at their own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as it may be directed, or they shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Owner may, after expiration of a period of forty-eight (48) hours and after giving written notice, restore such property as may be deemed necessary and invoice the Contractor for Owner's costs.



### 3.05 CLEAN-UP

- A. The Contractor shall, at all times, keep the premises free of accumulations of waste materials or rubbish, cause by its employees or Work. In case of dispute, the Owner, after written notice to the Contractor, may remove any rubbish or waste and surplus materials and charge the cost to the Contractor.
- B. Within fifteen (15) days after completion of the Work, and before final acceptance of Work and final payment will be made, the Contractor shall clean and remove from the site of the Work all surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, which was disturbed in the prosecution of the work; and leave the site of the Work in a neat and presentable condition.

### 3.06 INDEMNITY

- A. The Contractor agrees to indemnify and hold harmless the Owner, the United States Army and their agents and employees from and against all claims, liabilities, damages, actions, causes of action, costs and expenses of every description (including, without limitation, court costs and reasonable attorney's fees) during, growing out of, related to or otherwise connected with, the performance of this Contract by Contractor, its agents, contractors, subcontractors and/or employees and any action taken by them in connection therewith, whether in the nature of injury to persons (including agents and employees of Owner and its contractors) or damage to property (including property of Owner and its contractors) or otherwise, and whether caused or alleged to be caused by the negligence or misconduct of contractor, or anyone directly or indirectly employed by the contractor, or anyone who acts on the behalf of the contractor.

### 3.07 INSURANCE

- A. Contractor agrees to procure and maintain in full force and effect, at contractor's sole cost and expense, insurance adequate to protect Owner from and against costs and liability of every description as specified in the above section on Indemnity, and to procure and maintain the following minimum coverage requirements:
  - 1. Workers' Compensation insurance in compliance with statutory limits and with Employer's Liability insurance limits of at least \$500,000 each employee, \$500,000 each employee – disease, and \$500,000 disease – aggregate. The limit can be met by any combination of primary employer's liability and Excess/Umbrella Liability limit. The coverage shall contain, or be endorsed to contain, a Waiver of Subrogation in favor of Landlord.
  - 2. Comprehensive General Liability Coverage Limits:
    - a. \$2,000,000 General Aggregate
    - b. \$2,000,000 Products - Completed Operations Aggregate
    - c. \$1,000,000 Each Occurrence
    - d. \$1,000,000 Personal Injury/Advertising Injury – Annual Aggregate
    - e. \$50,000 Fire Damage (any one fire)

- f. Property Damage Liability Insurance will have no exclusion for Explosion, Collapse and Underground coverage.
  - g. The General Liability insurance must include Contractual Liability covering the insurable portions of Indemnity Agreement of the Contract. The Contractual Liability coverage cannot include CG 21 39 Contractual Limitation or CG 24 26 Amendment of Insured Contract.
  - h. If the General Liability is written on a Claims Made basis, uninterrupted Claims Made coverage or and Extending Reporting Period (Tail) endorsement must be purchased covering a period of at least two (2) years from the termination of the Contract.
3. Comprehensive Automobile Liability Limit:
- a. \$1,000,000 Combined Single Limit of Liability. Auto Liability insurance shall be written on a Symbol 1 basis, or its equivalent, to cover owned, non-owned and hired autos.
- B. Contractor shall name River Ridge Development Authority as additional insured under all General Liability, Automobile Liability and Excess Liability Insurance Policies as follows:
- RIVER RIDGE DEVELOPMENT AUTHORITY  
ITS ASSIGNS AND SUCCESSORS  
6200 EAST HIGHWAY 62, BUILDING 2501, SUITE 600  
JEFFERSONVILLE, IN 47130
- C. The Contractor's insurance shall be by insurers authorized to do business in the State of Indiana and having a current A.M. Best Rating of A- VII or better, unless otherwise approved by the Owner. Documentation that the insurance provider meets this criterion must be included with the Insurance Certificate. The Contractor shall not be self-insured for any coverage required of this Contract, without the prior approval of the Owner.
  - D. All such policies shall provide for no less than fourteen (14) days prior notice of cancellation to Owner, including for non-payment of premium. Certificates of such insurance shall be filed with Owner prior to commencement of any Work, and shall be subject to Owner's approval for adequacy of protection. Insurance shall remain in force for a minimum of one year after end of project.
  - E. The Owner has the authority, at its sole discretion, to waive any requirements or technicalities as it sees fit.

3.08 RISK

- A. The Contractor shall be responsible for all of the Work as specified in this document until such Work is completed and accepted by the Owner, and shall bear all losses resulting to it because of (1) the amount, character or quality of the Work by the Contractor, (2) because the nature of the conditions of the project site is different from what the Contractor expected, or (3) because of weather, floods, unusual conditions, the need to protect nearby facilities or improvements, or (4) any other causes whatsoever.

3.09 OWNER'S RIGHT TO TERMINATE THE CONTRACT

- A. The Owner may terminate the Contract, without prejudice, if Contractor fails to perform any provision of the Contract in a manner acceptable to the Owner, in the Owner's absolute discretion, fails to supply sufficient labor or materials to perform the Work in a timely fashion or fails to follow laws and regulations of the public body having jurisdiction. The Owner shall provide the Contractor seven (7) days written notice of their decision to terminate the Contract. The Owner then has the right to take possession of the project site and all of the materials, tools and equipment which the Contractor has delivered to the project site and finish the Work by whatever method the Owner may decide.
- B. The Owner shall also have the right to terminate the Contract without cause, not resulting from the fault of the Contractor, by providing the Contractor a seven (7) day written notice of the decision to terminate the Contract.

3.10 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- A. If Work should be stopped under any order of any court, or any public authority, for a period of ninety (90) days through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Owner should fail without cause for ninety (90) days after the Contractor's request for payment, to make any progress payment, then the Contractor may, upon providing seven (7) days written notice to the Owner, terminate this Contract.

3.11 PAYMENT

- A. The Contractor shall submit payment to the Owner prior to removal of the logs from RRDA property.

CONTRACTOR:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

END OF SECTION 3.00

**SECTION 4.00 – BID PROPOSAL FORM**

4.01 PROJECT NAME

\_\_\_\_\_

4.02 PROJECT NUMBER

\_\_\_\_\_

4.03 NAME OF BIDDER

\_\_\_\_\_

4.04 BUSINESS ADDRESS

\_\_\_\_\_

\_\_\_\_\_

4.05 ADDENDA

The following Addenda numbers have been acknowledged and received by the Bidder:

\_\_\_\_\_

1.07. LUMP SUM BID PRICE

Purchase and removal of approximately 109 logs as defined in the Bid Documents:

<u>ITEM</u>	<u>LUMP SUM BID PRICE</u>
A. Hilton Drive Log Sale	\$ _____

IN WITNESS WHEREOF, this Bid Proposal is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY:

\_\_\_\_\_ Name

\_\_\_\_\_ Title

WITNESS:

\_\_\_\_\_ Name

\_\_\_\_\_ Title

END OF SECTION 4.00

**SECTION 5.00 – CONTRACTOR'S NON -COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

I hereby affirm, under the penalties for perjury, that the facts and information contained in the statement above are true and correct.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

END OF SECTION 5.00

**SECTION 6.00 – SPECIFICATIONS**

1. The Contractor shall be responsible for providing all equipment and manpower necessary for loading and hauling the logs from RRDA property.
2. The Contractor shall not stray outside of the work area.
3. The Contractor shall coordinate all site activities with the Owner.
4. The Contractor shall be responsible for grading out ruts generated by their activities on RRDA property.

END OF SECTION 6.00

**SECTION 7.00 – AGREEMENT FORM**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between the RIVER RIDGE DEVELOPMENT AUTHORITY, party of the first part (hereinafter called Owner) and \_\_\_\_\_ (hereinafter called Contractor), party of the second part.

WITNESSETH that in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereunto and of the payments herein agreed to be made, it is mutually agreed as follows: Contractor shall furnish all materials, labor, equipment and transportation necessary to remove the logs from RRDA property.

**Hilton Drive Log Sale**

The above referenced log sale shall be executed in accordance with the Contract Documents. The Contract Documents form the Contract between the Owner and the Contractor and all are as fully a part of the Contract as if attached to the Agreement or repeated herein. The Contract Documents consist of the following:

- A. PROJECT INFORMATION
- B. INSTRUCTION TO BIDDERS
- C. GENERAL CONDITIONS
- D. BID PROPOSAL FORM
- E. CONTRACTOR'S NON-COLLUSION AFFIDAVIT
- F. SPECIFICATIONS
- G. AGREEMENT FORM

The Work covered by this Contract shall commence no later than ten (10) days from the date the Notice to Proceed is given by the Owner. And in consideration of the conclusion of the Work described herein and the fulfillment of all stipulations of this Agreement to the satisfaction

and acceptance of the Owner, said Owner shall receive payment from the Contractor, based on the prices provided on the Bid Proposal, a lump sum of \$ \_\_\_\_\_, ( \_\_\_\_\_), amount in words.

IN WITNESS WHEREOF, the parties to this agreement have hereunto signed this Agreement, dated the day and year first herein written.

\_\_\_\_\_  
OWNER  
\_\_\_\_\_  
BY  
\_\_\_\_\_  
Witness to Signature of Party of the First Part                      Party of the First Part

\_\_\_\_\_  
CONTRACTOR  
\_\_\_\_\_  
BY  
\_\_\_\_\_  
Witness to Signature of Party of the Second Part                      Party of the Second Part

END OF SECTION 7.00