

EDDYVILLE RIVERPORT AND INDUSTRIAL DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

Proposal: Timber Cutting at Eddyville Riverport

Property Location: Eddyville Riverport, Eddyville, KY

Invitation: The Eddyville Riverport and Industrial Development Authority invites proposals from qualified proposers for cutting and removing timber in certain locations of the Eddyville Riverport as more particularly described on Exhibit A.

Availability of Proposal Documents: Tuesday, January 28, 2027 at 2:00 p.m., CST, at the offices of the Eddyville Riverport and Industrial Development Authority, 630 West Dale Avenue, Eddyville, KY 42038.

Submission of Proposals: Proposals will be received by the Authority until Monday, February 16, 2026, 3 P.M.CST. Proposals shall be submitted on the Proposal Form attached hereto as Exhibit B. Proposals shall be submitted in a sealed envelope plainly marked with Proposer's name, address, date, and Proposal Project title: "Timber Cutting- Eddyville Riverport" on the outside. The Authority shall not be responsible for carrier failure. Late proposals may be rejected.

Type of Contract: Lump sum proposals will be accepted.

Laws, Licensure, and Insurance: Proposers must abide by all laws and regulations of the Kentucky Division of Forestry, including maintaining any necessary licenses or permits. Proposers must carry the following insurance for the period of the contract and proof of such insurance shall be submitted with proposals:

- Commercial general liability insurance
- Automobile insurance
- Worker's compensation insurance

Pre-proposal Meeting: A pre-proposal meeting will be held on Monday February 9, 2026 at 9 A.M. CST the Eddyville Riverport. Proposers who are unable to attend must contact Amanda Davenport, Executive Director, at 270-388-9671 during normal operating hours to schedule a time to inspect the site.

Additional Information and Inspection: Requests for information should be directed to Amanda Davenport, Executive Director, at 270-388-9671 during normal operating hours.

Award of Proposal: The Proposer to whom the project is awarded will be issued a Notice of Award from the Authority. Thereafter, the Proposer will be required to execute the Timber Contract, a copy of which is attached hereto as Exhibit C. In the event that the Timber Contract is not executed by the Proposer within ten (10) days of the Authority's issuance of the Notice of Award, the Authority may reject the Proposal and re-advertise the project. In such event neither the initially awarded Proposer, nor any of its affiliates, shall be permitted to submit proposals.

Notice to Proposers: The Authority expressly reserves the right to reject any or all proposals. Each proposal shall be valid and binding upon the proposer for a period of ninety (90) days after the opening. The Authority may disregard typographical errors, obvious mathematical errors, or minor informalities in the proposal, and has the right to request new proposals or to postpone the proposal opening.

Public Records Disclosure: All proposals submitted to the Authority are subject to public disclosure pursuant to the Kentucky Open Records Act as codified in KRS 61.870, et seq.

EXHIBIT B
PROPOSAL FORM

Proposal Project: Timber Cutting – Eddyville Riverport

Property Location: Eddyville Riverport, Eddyville, KY

**TO: EDDYVILLE RIVERPORT AND INDUSTRIAL DEVELOPMENT AUTHORITY,
INC.**

PROPOSER NAME: _____

DATE: _____

THE UNDERSIGNED PROPOSER, having familiarized itself with the intent of this Request for Proposals hereby proposes to pay the sum of \$ _____ for completion of the Timber Cutting Project, as advertised. A deposit in the form of a certified check in the amount of \$ _____ is enclosed herewith as evidence of good faith, which deposit is to be considered a part of the total sales price and will be returned immediately in the event this proposal is not accepted. Proposer understands that the balance of the proposed bid sum will be due and payable at the time the Timber Contract is signed, which shall be not later than ten (10) days from the Proposer's receipt of a Notice of Award. Proposer agrees that the Project shall be completed within ninety (90) days from the date of signing the Timber Contract.

The undersigned affirms that he or she is an authorized officer of the Proposer and that the proposal has been fully and properly executed and submitted on behalf of the Proposer.

Address: _____

Telephone No: _____ **Federal Identification No:** _____

By: _____
(Typed or Printed) (Date)

Signature: _____
(Signature) (Title)

**EXHIBIT C
TIMBER CONTRACT**

This **TIMBER CONTRACT** (hereinafter "Contract") is made and entered into on this _____ day of _____, 2026 by and between **THE EDDYVILLE RIVERPORT AND INDUSTRIAL DEVELOPMENT AUTHORITY, INC.** of 630 West Dale Avenue, Eddyville, KY 42038 (hereinafter the "Authority") _____ of _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the Authority is the owner of the Eddyville Riverport and desires to have timber cut from certain parcels of said property, as more particularly described below; and

WHEREAS, Contractor has agreed to cut and remove timber in accordance with the terms of this Contract;

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Contract, and other valuable consideration, the receipt of which is acknowledged, the parties hereby agree as follows:

1. **Location.** The property from which timber is to be removed is described on Exhibit A to the Request for Proposals, which is attached hereto and made a part hereof. Contractor shall remove timber from the described locations in accordance with paragraph 3 below.

2. **Cutting/Removal of Timber.** The Authority and Contractor agree that Contractor shall be allowed to enter the above-described property for the purpose of cutting and removing timber. Contractor shall consult with the Executive Director to coordinate and schedule tree removal in the designated areas. Furthermore, Contractor agrees to work in an efficient and workmanlike manner and to complete the cutting and removal of timber from the above-described property within ninety (90) days from the date of this Contract.

3. **Trees Which May be Cut and Removed.** Trees shall be removed as described in Exhibit A. Contractor shall have no right or authority to cut any other trees except as specifically defined hereunder.

4. **Payment.** Contractor agrees to pay to the Authority the sum of \$_____ in exchange for the license to cut and remove the timber from the property.

5. **Independent Contractor.** It is agreed and understood by and between the parties that the Contractor has no legal relationship with the Authority except for the license accorded Contractor herein. In such regard, Contractor shall at all times act in the capacity of an independent contractor. Contractor shall have full and exclusive control of the means, methods, and sequence of the work.

6. **Indemnification.** Contractor shall indemnify the Authority and save the Authority harmless from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the Contractor exercising its rights hereunder and from the cutting and the removal of the trees. This indemnity shall apply to any claim, demand, or cause of action relating to personal injury, including death, and to any property damage.

7. **Liability with Regard to Compliance w/ Local, State & Federal Law.** Contractor hereby agrees that, during the term of this Contract, Contractor will remain in compliance with all local, state, and federal laws and regulations, including (but not limited to) state and federal forestry regulations. Contractor further agrees that, in the event it is determined that Contractor has violated local, state, and/or federal laws and/or regulations during the course of its performance under this Contract, Contractor will be solely liable for any such violation(s) and shall indemnify, defend, and hold the Authority harmless from any such violation(s).

8. **Insurance.** Contractor shall secure comprehensive commercial general liability insurance for all operations of Contractor directly or indirectly connected with the performance of this Contract and shall name the Authority as an additional insured. Contractor shall procure and maintain automobile liability insurance for all vehicles owned, hired, or non-owned, naming the Authority as an additional insured. Additionally, Contractor shall provide workers' compensation insurance for all of Contractors' employees as required under Kentucky law.

9. **Default.** In the event Contractor fails to fully and strictly comply with the obligations and liabilities assumed by Contractor herein, including but not limited to the prompt payment of any compensation due to the Authority hereunder, the Authority shall have the right, at its option, to terminate this Contract and to remove Contractor from the property. In such event, the Authority shall have all rights and remedies available at law. In the event of such default, Contractor shall also be liable to the Authority for any costs and expenses incurred by the Authority in the enforcement of this Contract, including reasonable attorney's fees.

10. **Miscellaneous Provisions.** This Contract shall be governed under the laws of the Commonwealth of Kentucky. This Contract shall be binding upon the parties hereto, their heirs, successors, and assigns. Contractor shall not have any right to assign this Contract, or any right or privilege accorded in this Contract to any third party, without the prior written consent of the Authority. This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and may not be amended, altered, or modified except by a signed, written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed or caused to be executed by the undersigned thereunto duly authorized, and delivered this Contract as of the day and year first above written.

EDDYVILLE RIVERPORT AND
INDUSTRIAL DEVELOPMENT
AUTHORITY, INC

By: _____

By: _____

Title: _____

Title: _____