

Brown County Agricultural Society
2024 Roof Replacement Project
Bid Documents

INFORMATION FOR BIDDERS

1. RECEIPT & OPENING OF BIDS:

The Brown County Agricultural Society, (hereinafter called the Owner), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner as specified in the Advertisement for Bids on July 23rd, 2024, until 8:30 PM local time. Bids will be publicly opened and read aloud at a meeting held on July 23rd, 2024, at 8:30 PM. Bids must be enclosed in a sealed envelope and addressed as follows:

Brown County Agricultural Society
325 W. State Street, Bldg., A, Ste. 1
Georgetown, OH 45121

"BID FOR 2024 ROOF REPLACEMENT"

The owner may consider informal and nonresponsive any bid not prepared and submitted in accordance with the provisions hereof and may also waive any informalities or reject any or all bids.

Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof. Any bids received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the bid opening.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed forms with all blank spaces filled, in ink or typewritten, and in both words and figures if the format dictates.

Each bid must be submitted in a sealed envelope bearing the name of the bidder, his/her address and the name of the project as stated above. If forwarded by mail or courier service, the sealed bid envelope must be enclosed in another envelope addressed as required to assure delivery to the owner.

3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the owner and the engineer.

4. TELEGRAPHIC MODIFICATIONS:

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provide such telegraphic communication is received by the owner prior to the closing time and provided that the owner is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time. The modification should not reveal the bid price or prices but should provide the amount to be applied to the bid so that the final price or prices will not be known by the owner until the sealed bid is opened. If written confirmation of the modification is not received within two working days of the closing time, no consideration will be given to the modification.

5. METHOD OF BIDDING:

The owner invites the following bids:

Bids to be UNIT PRICE BIDS for furnishing all labor, materials, tools, supplies, equipment, freight, storage, etc. required for the construction of the following project:

"BID FOR 2024 ROOF REPLACEMENT"

6. QUALIFICATION OF BIDDER:

The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work. The bidder shall provide the owner with all such information for this purpose which the owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or the investigation of the bidder fails to satisfy the owner that such bidder is properly qualified to carry out the project.

7. BID SECURITY:

Each bid shall be accompanied by a bid security in an amount equal to 10 percent of the maximum possible bid amount, consisting of either a certified check or a surety bond, pledging that the bidder will enter into a contract with the Owner on the terms stated in the bid and will furnish bonds covering the faithful performance of the contract and payment of obligations arising thereunder.

8. LIQUIDATED DAMAGES FOR FAILING TO ENTER INTO A CONTRACT: none required

9. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the owner and to have the work substantially complete and ready for beneficial occupancy and use within the time stated in the bid and to have the work fully completed within the time stated in the bid. Bidder also must agree to pay 0.10% of his contract amount for each consecutive calendar day thereafter as liquidated damages. These damages shall accrue and apply to both time limits noted above.

10. CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract. Insofar as possible the contractor, in carrying out his work, must employ means or methods which will not cause any interruption of or interference with the work of any other contractor.

11. ADDENDA & INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other bid documents will be made to any bidder orally.

Every request for such interpretation shall be made in writing and addressed to:

Brown County Agricultural Society
325 W. State Street, Bldg. A, Ste. 1
Georgetown, OH 45121

To be given consideration, the request must be received at least 2 working days prior to the opening of bids. Any such interpretations and supplemental instructions shall be in the form of a written addendum to the specifications and/or contract documents. Said addenda will be mailed to all prospective prime bidders. Failure of any bidder to receive such addenda shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become a part of the final contract documents.

12. SECURITY FOR FAITHFUL PERFORMANCE: no security required

13. POWER OF ATTORNEY: not used

14. NOTICE OF SPECIAL CONDITIONS:

Attention is particularly called to those parts of the contract documents which deal with the following:

1. Inspection and testing of materials
2. Insurance requirements
3. Wage rates if applicable

15. LAWS & REGULATIONS:

The bidder is directed to the fact that all applicable State Laws, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though they were written here in full.

16. METHOD OF AWARD:

The contract will be awarded to the bidder whose bid appears to be in the best interest of the Owner.

The owner also reserves the right to reject any bid he deems nonresponsive and to waive informalities and discrepancies which are in his/her best interest.

17. OBLIGATION OF BIDDERS: not used.

END OF INFORMATION FOR BIDDERS

BID PROPOSAL

2024 ROOF REPLACEMENT

TO THE BROWN COUNTY AGRICULTURAL SOCIETY:

The undersigned certifies that he/she has inspected the site of the proposed improvements. It is understood that the following bid will be governed by the UNIT PRICE BID, unless otherwise specified. Work is to be completed by September 15th, 2024.

The undersigned proposes to furnish all labor, equipment, and materials necessary for the construction of the Project in accordance with the Ohio Building Department Standards.

BID AMOUNT: AS SHOWN ON THE ATTACHED UNIT PRICE BID FORM

The undersigned hereby acknowledges receipt of the following addenda:

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

It is understood that if this bid is accepted, the undersigned will enter into a contract within ten (10) days after the award of the contract by the Brown County Agricultural Society.

Witness our hands this _____ day of _____, 2024

NAME OF BIDDER: _____ (COMPANY OR CORPORATION) _____ (SIGNATURE OF AGENT)

*****Submit all information in duplicate*****

BROWN COUNTY AGRICULTURAL SOCIETY 2024 ROOF REPLACEMENT BID FORM

Item	Description	Unit Price/ Sq. Ft.	Total
1	Junior Fair Sheep Barn, 28 Ga. Metal Roof		
2	Junior Fair Horse Barn 6, 28 Ga. Metal Roof		

GRAND TOTAL _____

The bidder's total above is the total bid based on unit prices and lump sum prices and the estimated quantities shown on the plans. This figure is for information only at the time of opening bids. The bidder will make the tabulation from the unit prices and lump sum prices bid. If there is an error in the total by the bidder, it shall be changed as only the unit prices and lump prices shall govern.

Respectfully Submitted,

Firm Name

By

Street Address

Signature

City, State and Zip Code

Title

Telephone

BID GUARANTY AND CONTRACT BOND
(Section 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned

(Insert full name or legal title of Contractor and Address)

as Principal at

(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto

(Insert full name or legal title of Owner)

as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:
(Insert date)

2024 Roof Replacement

The penal sum, referred to herein, shall be the dollar amount of the principal's bid to the Obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

_____ Dollars

(\$_____)

PART 1 - (If the above line is left blank, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid on the above-referred project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten (10%) percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten (10%) percent of the penalty hereof between the amount specified in the bid, or the costs, in

connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

PART 2 - NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material men or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED This _____ day of _____, 2024.

PRINCIPAL: _____

SURETY COMPANY ADDRESS:

BY: _____

TITLE: _____

SURETY: _____
(Agency Name)

SURETY AGENT'S ADDRESS:

BY: _____
(Attorney-In-Fact)

