

BID DOCUMENT

MUSKINGUM COUNTY, OHIO

July 24, 2019

Material Storage Building - Cass Township

Estimated Cost = \$100,000.00

Completion Date: October 31, 2019

Name of Bidder: _____

By: _____

Address: _____

Phone/Fax: _____

Email: _____

Federal Tax ID: _____

Date: _____

INSTRUCTIONS TO BIDDERS

Material Storage Building - Cass Township

1. Bidders are advised to examine, before submitting their bids, the location where the proposed work is to be done, as well as the bid documents. It is hereby understood that the bidder has read and fully understands each and every clause embodied in this contract.
2. Each bid shall contain a statement that summarizes roofing experience, including similar work performed and lists previous projects completed.
3. Each bid must contain the full name of the party making the bid and all persons interested therein. All bids must be submitted in a sealed envelope marked "Material Storage Building - Cass Township" prior to the date and time published in the bid advertisement.
4. The award will be made to the lowest and best bidder.
5. Each proposal must be accompanied by a bid guarantee conforming to the requirements of ORC 153.54.
6. The successful bidder will be required to furnish a performance bond in the amount of One Hundred Percent (100%) of his bid.
7. All proposal blanks shall be filled in completely. Failure to do so could result in rejection of bid.
8. The Board of Cass Township Trustees reserves the right to reject any and all bids and to waive irregularities.
9. The attention of bidder is directed to the special statutory provisions (ORC 4115.03 et seq.) governing the prevailing rates of wages to be paid to operators, laborers and mechanics employed and on discriminations, etc. in employment under public contracts (ORC 153.38, 153.60).
10. The bidder shall comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation by providing insurance through BWC covering all workers and operations under this contract.
11. The bidder shall be required to carry through the duration of the work, commercial general liability insurance. The limits of liability of the insurance required herein shall be not less that \$500,000 each person and \$1,000,000 each occurrence for bodily injury and \$500,000 each occurrence for property damage.

CASS TOWNSHIP
GENERAL CONDITIONS FOR CONTRACT PROJECTS

1. The Township is not liable for the contractor's failure to comply with the Americans with Disabilities Act of 1992 (ADA), Public Law 101-336.

2. Time of Commencement and substantial completion

The work to be performed under this Contract shall be commenced upon the execution of the Contract and be completed on or before October 31, 2019, unless the Township approve otherwise.

The time of completion of the parts of the work is of the essence of the contract and should the Contractor neglect, refuse or fail to complete the work to be done under the Contract within the time herein agreed upon, after adding all extensions of time granted by the Township, then in that event the Township shall have and are hereby given the right to deduct and retain out of such money, which be then due, or which may become due and payable to the Contractor for the work to be done under this contract, the sum of **\$50.00 per day** for each calendar day that the work is delayed in its completion beyond agreed time. Said sum per-day for such delay, failure or non-completion shall be deemed, taken, and treated as liquidated damages which the Township will suffer by reason of such default and not by way of penalty.

3. Indemnification

The Contractor will indemnify and hold harmless the Owner and their agents 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 work embraced in the project, provided that any such claims, damage, loss or expense is caused in whole or in part by any negligent or willful act or omission of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the Owner or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

4. The contractor and all subcontractors agree to comply with all Federal, State, and local safety & health regulations.
5. The Township shall not award a contract for goods, services, or construction to a contractor or person against a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved.

**MUSKINGUM COUNTY, OHIO
MATERIAL STORAGE BUILDING – CASS TOWNSHIP
BID PROPOSAL**

GENERAL:

Cass Township is seeking contractors to construct a new Material Storage Building located at the Cass Township Garage at 5th Street, Trinway, Ohio 43842. The building will include reinforced concrete walls, a prefabricated metal roof system, and a reinforced concrete floor, as shown on the approved plans.

LUMP SUM TOTAL BID FOR ROOF IMPROVEMENTS AS SPECIFIED ABOVE

\$ _____

****BIDDER ACKNOWLEDGES THAT HE/SHE HAS READ AND WILL COMPLY WITH INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, AND WORK WILL BE PERFORMED AS DETAILED IN THE BID PROPOSAL.**

Bidder Name: _____

Signed: _____

Date: _____