

## **SPECIFICATIONS FOR THE SMALL ANIMAL BARN**

Brown County is currently seeking proposals for a **Project to Build a 5,000 square foot Small Animal Barn**. Project located at 400 24<sup>th</sup> Ave NW; Aberdeen, South Dakota 57401. **Project shall be finished on or before July 31<sup>st</sup>, 2025.**

**GENERAL PROVISIONS:** The successful bidder is responsible for the following: Before preparing bid, it shall be the responsibility of the Contractor to make a visual inspection of the site to verify the extent of the work and material involved. This is a general description and should not be construed to be complete in all details. The work shall comply with all Federal, State and local laws, ordinances and regulatory requirements; including Legislative Audits Bid Requirements.

**Envelopes containing proposals shall be addressed to the Brown County Auditor, 25 Market Street Suite 1, Aberdeen, South Dakota, 57401 and to be marked on the envelope “Brown County Fairgrounds - Small Animal Barn” to be opened on February 18, 2025 at 8:45 A.M.**

The Brown County Fairgrounds shall provide required building permit. Site will be prepped by Brown County prior to install.

Bids for all building types will be considered – wood pole building, steel building, Quonset. While dimensions may vary, building must be a minimum 5,000 square feet.

Bids should include:

- Two 12-foot electric garage doors, with one garage door installed on each end, including one with keypad access and one with remote access (components only not electrical hook up).
- Two total walk-through doors, with one walk-through door installed on each end.
- Any siding colors or other options shall be selected by the Brown County Fair & Parks Management.

Bidder will furnish all labor, tools, materials, and equipment to install the new building.

To be included is a manufacturer’s warranty with a minimum ten-year (10) workmanship and twenty-year (20) color fade warranty.

The Following are NOT required in this project:

- Cement floor
- Insulation
- Plumbing
- Electrical

Please discuss installation of gutters, if so desired by the owner at a later date with the Fairgrounds Manager.

Scheduling for building project needs to be set-up with Fair & Parks Management as starting and completion anytime between April 1, 2025, thru July 31, 2025 with minimal disruptions for scheduled weekend events.

When using scaffolding, staging, lifting, hoisting devices, shoring and barricades necessary for construction procedures, the Contractor shall follow all safety applicable codes and regulations.

The Contractor shall erect and maintain in good condition, suitable barricades for the protection of the public and buildings around the entire construction area. Any damage during this work shall be repaired by the Contractor to its original condition at their expense.

Contractor shall be responsible to see that no damage is done to property's existing communication cables, antennas, and guide wires. If damaged contractor shall replace or repair at his expense.

Should the Contractor encounter any items not covered in the specifications or find any discrepancies, all questions or decisions pertaining to this project may be directed to the Brown County Fair & Parks Management.

The Contractor shall secure and maintain throughout the duration of this contract insurance of such types and in such amounts as may be necessary to protect themselves and the interests of Brown County against all hazards or risk of loss. This shall include claims under workmen's compensation acts and damage because of bodily injury, including death which may arise both out of and during operations under this Contract, whether such operations are by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Failure of the Contractor to maintain adequate coverage shall not relieve themselves of any contractual responsibility or obligation. This insurance shall be written for no less than the limit of liability as follows and shall name Brown County as additionally insured for General Liability.

**Workmen's Compensations and Employer's Liability:**

Workmen's Compensation	Statutory	
-And-		
Employer's Liability	Each Accident	\$1,000,000.00
	Disease – Policy Limit	\$1,000,000.00
	Disease – Each Employee	\$1,000,000.00

**Comprehensive Automobile Liability:**

Combined Single Unit	\$1,000,000.00
-Or-	
Bodily Injury per Person	\$1,000,000.00
Bodily Injury per Accident	\$1,000,000.00

**Comprehensive General Liability:**

General Aggregate	\$1,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage (Any one Fire)	\$ 50,000.00
Medical Expense (Any one Person)	\$ 5,000.00

Satisfactory certificates of insurance shall be filed with Brown County prior to starting any work on this contract. The certificates shall state that within ten (10) days written notice will be given to Brown County before any policy covered is changed or canceled.

The Contractor shall inform Brown County Fair & Parks Management or Designee in advance concerning their plans for carrying out each part of the work, but the Contractor alone shall be responsible for the safety, adequacy, and efficiency of their equipment, and methods. Any method of work suggested by Brown County, but not specified, shall be used at the risk and responsibility of the Contractor; and Brown County will assume no responsibility thereof.

Review by Brown County or the Brown County Fair & Parks Management or Designee of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility thereof. This review shall not be considered as an assumption of any risk or liability by Brown County or Fair & Parks Management, or any officer, agent, or employee.

Brown County or the Brown County Fair & Parks Management shall not be responsible for any acts or omission of the Contractor, or any Subcontractor, or any agents or employees, or any other person performing any of the work. Brown County, Fair & Parks Management, or Designee will not be responsible for any failure of the Contractor or his Subcontractors or any other persons to perform the work in accordance with the requirements.

Should any claim be brought against Brown County or any officer or agent of theirs, for failure, omission, or neglect of the Contractor to perform under this Contract, or for injury or damage caused by the alleged negligence of the Contractor or his Subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, or supplies; the Contractor shall hold harmless and their officers and agents, from all loses, damages, costs expenses, judgements, or decrees arising out of such action.

Upon completion of the work, the Contractors project supervisor will conduct a thorough inspection and presentation with Brown County before acceptance of the work.

For each calendar day that any part of the Project remains incomplete after July 31, 2025, the sum of two hundred fifty dollars (\$250.00) for each day beyond shall be deducted from the money due the Contractor. Unavoidable delays will be taken into consideration.

Subject to approval by the Brown County Commission, the bidder may choose to reduce the project bid in exchange for naming rights of the building for a period of up to ten years and/or a Brown County Fair Week vendor spot (to be coordinated with the Fair Office). Bidder will be responsible for producing the desired signage to be posted on the building. All names and specific signage are subject to approval by the Brown County Commission.

The contract will be awarded to the lowest responsible bidder meeting the requirements imposed by Brown County. The Brown County Board of Commissioners reserves the right to reject any or all bids, and to accept the bid they deem to be in the best interest of Brown County. Brown County is exempt from all Federal Excise Tax and State Sales Tax.

The Contractor must arrange for a pre-site visit to walk around areas of the building, and to make known the local conditions under which the work is to be performed; and has correlated his observations with the requirements of the proposed contract. **To set up a walk thru or for any further questions, please contact the Brown County Fair & Parks office- 605-626-7116.**

Project Bid \_\_\_\_\_

Less optional 10-year naming right sponsorship - \_\_\_\_\_

**Total Project Bid** \_\_\_\_\_