

**BROWN COUNTY AGRICULTURAL SOCIETY**

**BID DOCUMENTS**

**2025 ARENA PROJECT**

## **INFORMATION FOR BIDDERS**

### **1. RECEIPT & OPENING OF BIDS.**

The Brown County Agricultural Society (“Owner”) invites bids for construction of the Arena Project (the “Arena Project”) on the forms attached hereto, with all sections and blanks appropriately and fully completed. As specified in the Notice for Bids, bids will be received by the Owner on **December 20, 2024, until 4:00 PM local time**, at which time the bids will be publicly opened and read aloud.

Bids and all supporting information must be enclosed in a sealed envelope and shall be marked to identify itself as a bid for the Arena Project as indicated below. Each bid package shall be addressed and delivered to:

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

**“BID FOR ARENA PROJECT”**

Owner may consider informal and nonresponsive any bid not prepared and submitted in accordance with the provisions hereof. Owner 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Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof.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 completed, in ink or typewritten, and in both words and figures as the format dictates.

Each bid must be submitted in a sealed envelope bearing the name of the bidder, his/her/its 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 and

addressed as required to assure delivery of a sealed bid to Owner.

### **3. SUBCONTRACTS.**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract in connection with this Arena Project must be acceptable to Owner and the engineer(s) of record.

### **4. MODIFICATIONS.**

A bidder may modify his/her/its bid at any time prior to the scheduled closing time for receipt of bids, including modification by electronic means, provided that (a) the bidder provides signed certification that the bid being modified was duly mailed to Owner prior to the closing time for bids; and (b) such electronic communication is confirmed by Owner to bidder, in writing, as having been timely received. No modification shall reveal the bid price(s) 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 (2) working days of the closing time, no consideration will be given to the modification.

### **5. METHOD OF BIDDING.**

Owner invites bids in the form of a **GUARANTEED MAXIMUM PRICE BID** for furnishing all labor, materials, tools, supplies, equipment, freight, storage, etc. as required for the construction of the **Arena Project**.

### **6. QUALIFICATIONS OF BIDDER.**

Owner may make such investigations as it deems necessary to determine the ability of a bidder to perform the work of the Arena Project. The bidder shall provide to Owner such information for this purpose with the Owner may request. Owner reserves the right to reject any bid if the evidence submitted and/or the investigation of the bidder fails to satisfy Owner that such bidder is properly qualified to carry out the Arena Project construction.

### **7. BID SECURITY.**

Each bid shall be accompanied by a bid security in an amount equal to ten percent (10%) 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 Owner on the terms stated in the bid, and will furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder.

## **8. TIME OF COMPLETION AND LIQUIDATED DAMAGES.**

Bidder must agree to commence work on or before a date to be specified by Owner in a written Notice to Proceed, to have the work substantially complete by July 1, 2025, and to achieve final completion by July 31, 2025. Bidder must also agree to pay as liquidated damages 0.10% of his contract amount for each consecutive calendar day after July 31, 2025 that the Arena Project is not fully complete and available for occupancy. Time is of the essence and damages shall accrue.

## **9. CONDITIONS OF WORK.**

Each bidder must inform itself fully of the conditions relating to the construction of the Arena Project and the employment of labor thereon, including all prevailing wage requirements set forth in the three (3) grant agreements funding the construction of the Arena Project which have been made available to bidder. Failure of the bidder to so inform itself shall not relieve the successful bidder of its obligation to furnish all materials and labor necessary to timely and fully complete the Arena Project pursuant to the provisions of the contract.

## **10. ADDENDA & INTERPRETATIONS.**

No interpretation of the meaning of any plans, specifications or other bid documents will be made to any bidder orally. To be given consideration, every request for interpretation must be in writing and received on or before December 16, 2024. Requests for interpretation shall be addressed to

Brown County Agricultural Society  
Attn: Kyle Cahall, Project Manager  
325 W. State Street, Building A, Suite 1  
Georgetown, Ohio 45121

All interpretations and supplemental instructions shall be in the form of a written Addendum to the specifications or contract documents. Said Addenda shall be posted on the website of the Brown County Agricultural Society ([www.thelittlestatefair.com](http://www.thelittlestatefair.com)) and, upon request, mailed to a prospective bidder. Failure of any bidder to review, request and/or receive any addenda shall not relieve bidder from any obligations under its Bid Submittal. All addenda so issued shall become part of the final contract documents.

## **11. SPECIAL CONDITIONS.**

Attention is particularly called to those part of the bid documents which deal with insurance requirements, prevailing wages, certifications, inspections, substantial completion, final completion, and liquidated damages. Time is of the essence.

Payment and/or performance bonds/security shall be required to ensure the full and timely performance of the contract and the full and timely payment of all suppliers, laborers and materialmen.

## **12. LAWS & REGULATIONS.**

All applicable federal, state and local laws, rules, regulations and ordinances of all authorities having jurisdiction over the Arena Project shall apply and shall be deemed to be included in the final contract the same as though written herein and therein.

## **13. METHOD OF AWARD.**

Bids will be accepted until 4:00 P.M. local time on December 20, 2024, at which time the bids will be opened and read publicly. The contract will be awarded within sixty (60) days of opening to the bidder whose bid appears to be in the best interest of the Owner; provided, however, that Owner reserves the right to reject any bid it deems nonresponsive and/or to waive informalities and/or discrepancies which it, in its sole discretion, determines to be in Owner's best interests.

**BID SUBMITTAL**  
*(Submit in Duplicate)*

TO: Brown County Agricultural Society

RE: Arena Project, Brown County Fairgrounds, Georgetown Ohio

The undersigned hereby certifies as follows:

1. That for and on behalf of the bidder identified herein, he/she has inspected the site of the proposed improvements known as the "Arena Project";
2. That the following bid will be a Guaranteed Maximum Price unless otherwise specified;
3. That substantial completion of the work shall be achieved on or before July 1, 2025;
4. That final completion of the work shall be achieved on or before July 31, 2025; and
5. That the bidder proposes to furnish all labor, equipment and materials as necessary for the construction of the Arena Project in accordance with all applicable building codes, rules and regulations and in full compliance with all of the terms and conditions set forth in the three (3) grant agreements funding the Arena Project.

Bid Amount: \_\_\_\_\_, as shown on the attached Bid Form.

The undersigned hereby acknowledges receipt of the following addenda:

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

The undersigned hereby agrees that if this Bid is accepted, it will enter into a written contract within ten (10) business days after the award of the contract by the Brown County Agricultural Society.

Executed this \_\_\_\_\_ day of December, 2024.

Bidder:

\_\_\_\_\_  
*(name of company)*

By: \_\_\_\_\_  
*(signature)*

Its: \_\_\_\_\_  
*(title)*

**BID FORM**

Project: Arena Project, Brown County Fairgrounds

<i>DESCRIPTION</i>	<i>PRICE</i>
<i>(Attach all plans and specifications.)</i>	

Guaranteed Maximum Price to achieve final completion: \_\_\_\_\_

Submitted this \_\_\_\_\_ day of December, 2024.

Bidder:

\_\_\_\_\_  
*(name of company)*

By: \_\_\_\_\_  
*(signature)*

Its: \_\_\_\_\_  
*(title)*

**BID GUARANTY AND CONTRACT BOND**

(Ohio Rev. Code §153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as principal ("Principal") and \_\_\_\_\_ as surety ("Surety"), are hereby held and firmly bound unto **Brown County Agricultural Society** as obligee ("Obligee") in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_, 2024 to undertake the Obligee's project known as the "**Arena Project**". 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. (Note: If the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if the blank is filled in, 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Principal:

Surety:

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
(title)

Its: \_\_\_\_\_  
(title)

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid for the above-referred Arena 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 percent (10%) 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 Arena Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) 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 null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract enters into 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;

Now also, if the said Principal shall well and faithfully do and perform all of the things agreed by Principal to be done and performed according to the terms of said contract and in accordance with the plans and specifications therefor; and shall pay all lawful claims of subcontractors, materials suppliers, 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 materials supplier 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 the said contract, the work to be performed and the materials to be provided thereunder or in or to the plans, specifications and any other of contract documents therefor shall in any wise 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:

\_\_\_\_\_  
(name)

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
(title)

Surety:

\_\_\_\_\_  
(name)

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
(title)

*NOTE: The bond provided for in Ohio Rev. Code 153.54(B) shall be in substantially the following form, and recovery of any claimant thereunder shall be subject to sections 153.01 through 153.60 of the Ohio Rev. Code, to the same extent as if the provisions of such sections were fully incorporated in the bond form.*